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**Interim Title Report for  
Work Assignment: ES-006**

**DRAFT**

**Radford Army Ammunition**

***Virginia Ordnance Works Site Area and Flow Labs Site Area***

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Prepared for:

U.S. Environmental Protection Agency  
Region III  
Enforcement Support Services  
Hazardous Site Cleanup Division  
1650 Arch Street  
Philadelphia, PA 19103

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Work Assignment Number:  
Date Submitted:  
Contract Number:  
EPA Work Assignment Manager:  
Telephone Number:  
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ES-006  
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68-S3-01-01  
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**Section 1: PROJECT BACKGROUND**

This Title Report for Radford Army Ammunition ("Site") is submitted in accordance with Work Assignment (WA) Number ES-006, Contract Number 68-S3-01-01. This report summarizes the research conducted by DASTON Corporation ("DASTON") concerning the properties located within the Site. The purpose of this deed and title search is to determine current Site ownership, prior Site ownership, and to collect information concerning the Site. DASTON was instructed to conduct a full title search going back the first industrial use of the property.

**1.1 Site Location**

The Site consists of two distinct areas located in the southwest corner of Virginia. The first area, consisting of a single parcel of approximately one thousand eight hundred thirty (1830) acres, is located in Botetourt County, near Glen Wilton, Virginia. This area (hereinafter, "VOW") is of a roughly square shape, bordered on the north by the George Washington National Forest, on the east by tracks owned by the Chesapeake and Ohio Railroad Company, on the south, its most irregular border, by various boundaries, and on the west by Allegheny County.

The second area, consisting of two separately owned parcels totaling one hundred seventy six (176) acres, is located in Pulaski County, Virginia. The two parcels (hereinafter, "Flow Labs Area") are of an irregular shape, bordered as follows: on the northeast and east by land owned by the United States Government, on the south and southwest by a forty (40) foot access road, and on the west and northwest by Burlington Industries. The larger parcel (hereinafter, "Flow Labs A"), which contains the former Flow Laboratories, Inc. property, contains one hundred forty and 14/100 (140.14) acres. The smaller of the two parcels (hereinafter, "Flow Labs B"), located in the northeast corner of the Flow Labs area, contains thirty-one and 38/100 (31.38) acres. Total Site property, which includes both VOW and Flow Labs Area, contains a total of approximately two thousand six (2006) acres.

**1.2 Scope of Work for Title Research**

In accordance with the Scope of Work for this Work Assignment and through discussions with the Work Assignment Manager, DASTON conducted research for the following information:

- Deeds/title instruments beginning prior to the first industrial usage of the Site;
- Easements/rights-of-way concerning the Site;
- Mortgage information;
- Liens/judgments;
- Tax records/tax assessment information;
- Tax parcel maps depicting the Site;

DASTON conducted the title research at the Office of the Clerk of the Court, located in the Pulaski County Courthouse, and at the Botetourt County Recorder of Deeds Office in Fincastle County, Virginia.

**Section 1: PROJECT BACKGROUND**ORIGINAL  
(Red)**1.3 Title Search Report**

Specific results of, and findings from, the title search and deed/title instrument analysis are presented in this report. **Section 2.0** summarizes the deed/title research results and findings. **Section 3.0** contains title trees, which trace, in chronological order, all real estate transactions involving the Site property beginning with the United States Department of the Army ownership of the Site during World War II. To provide a clearer understanding of the present parcel information, DASTON has included information regarding the initial transfer of the properties to the United States, and, in the case of VOW, has traced the conveyances back to the conveyance in which the VOW parcel is first transferred as a single parcel.

Uncertified photocopies of relevant deeds are included as lettered attachments within **Attachment I**; copies of Rights of Way and Easements are included as **Attachment II**; copies of Mortgages and Deeds of Trust are included as **Attachment III**; a copy of a Memorandum of Lease is included as **Attachment IV**; copies of various Agreements are included as **Attachment V**; a copy of a Certificate is included as **Attachment VI**; and copies of various Site Maps and Plats are included in **Attachment VII**. Letter designations for each deed or other attachment are provided in the "Notes" column of each conveyance summary as necessary.

EPA instructed DASTON to obtain title documents for the Site starting with the first recorded industrial use of the property. DASTON's research revealed that the Site consists of two (2) separate geographical areas containing a total of three (3) separately owned parcels, identified on the following maps: "Map of the C.M. Reynolds Home Tract and the Greater Part of the Glen Wilton Corporation Tract at Glen Wilton", by S.S. Lynn, dated December, 1940; "A Physical Survey of a 140.18 Acre Tract of Land Located in Pulaski County, Virginia for Flow General Property", by R. Lloyd Mathews, dated March 9, 1988; and "Map Showing Survey of a Parcel of Land to be Conveyed Austin and Raymond Riggs in Pulaski County, Virginia", by R. Lloyd Mathews, dated February 1, 1977.

The United States of America owns VOW, the larger of the two areas. Prior to the government's acquisition of VOW in 1943 via court order resulting from the government's petition for condemnation of the property, Triton Chemical Company owned the property. Various owners of VOW prior to Triton Chemical included such companies as Glen Wilton Corporation, Princess Iron and Princess Furnace Companies, and various mining companies, including Circle Ore and Callie Mining.

Flow Labs Area is currently owned by The Balogh Real Estate Limited Partnership, which owns Flow Labs A, and Charles D. Meade *et al*, who owns Flow Labs B. Both parcels originally were held by the United States of America, which then conveyed them to the Franks and Cope Ford, Inc. as a single parcel. After Cope Ford, Inc. conveyed its one-half share of the property to the McGoverns, the parcel was sold as two separate parcels in subsequent conveyances to Riggs Industries and Flow Laboratories. Ownership of the parcels is summarized in the chart, below, and described in detail in **Section 2.1**.



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<b>Current Site Ownership Summary</b>			
<b>Parcel Name (Designation)</b>	<b>Prior Owner (Grantor)</b>	<b>Current Owner (Grantee)</b>	<b>Date of Conveyance (Deed Date)</b>
VOW	United States District Court for the Western District of Virginia ruling against Triton Chemical Company, Inc., a Delaware corporation	United States of America	June 14, 1943
Flow Labs A	(b) (6)	Partnership, an Ohio Limited Partnership	October 5, 1995
Flow Labs B	Riggs Industries, Inc., a Virginia corporation	(b) (6) and wife	May 6, 1994

The following sections contain DASTON's deed and title research results for the Site.

**Section 2: SUMMARY OF DEED and TITLE RESEARCH, RESULTS and FINDINGS**ORIGINAL  
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PTE**2.1 Current and Past Ownership of the Site**

The following section represents the relevant conveyances (deeds) concerning the current and past ownership of the Site. Information is arranged in chronological order, with the most recent transaction listed first. In addition, the conveyances have been grouped by Parcel Names, which correspond with the three separately owned parcels that make up the Site.

<b>Glen Wilton Parcel</b>					
<b>Grantor</b>	<b>Grantee</b>	<b>Deed Date</b>	<b>Record Date</b>	<b>Book / Page</b>	<b>Notes</b>
United States District Court for the Western District of Virginia ruling against Triton Chemical Company, Inc., a Delaware corporation	United States of America	June 14, 1943	June 19, 1943	93 / 69	The property was conveyed to Grantee via court order resulting from Grantee's petition for condemnation of the property. Relying on the principle of eminent domain, the court condemned the property for military purposes. The conveyance remained subject to existing railroad and utilities easements, and excepted 2 small parcels totaling 2.44 acres. Total conveyance: 1830.62 acres. <b>See Attachment I.a.</b>
Glen Wilton Corporation, a Virginia corporation	Triton Chemical Company, Incorporated, a Delaware corporation	December 20, 1940	January 10, 1941	90 / 569	Grantor gave duVal R. Radford a purchase option on the property it had previously acquired ( <b>see Attachment I.a.</b> ). Radford then assigned the option to Grantor, which purchased the property. <b>See Attachment I.b.</b>
Glen Wilton Corporation, a Virginia corporation	M. G. Hodges	April 30, 1934	May 9, 1934	W / 530	Grantor conveyed 1 acre of the property previously acquired. Grantor also conveyed the right to tap Grantor's water line for a period of 10 years. <b>See Attachment I.c.</b>

(VOW Parcel cont'd on next page)

**Section 2: SUMMARY OF DEED and TITLE RESEARCH, RESULTS and FINDINGS**ORIGINAL  
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P/E**Glen Wilton Parcel (cont'd)**

Grantor	Grantee	Deed Date	Record Date	Book / Page	Notes
J. H. Drewry, Special Master Commissioner of the United States District Court for the Western District of Virginia	Glen Wilton Corporation, a Virginia corporation	May 19, 1928	May 24, 1928	T / 15	Grantee obtained property through judicial sale resulting from a suit by Bank of North America and Trust Company against the prior owner, Princess Iron Corporation. <b>See Attachment I.d.</b>
Princess Iron Corporation, a Virginia corporation	J. E. McFerran, A. B. Wood and C. L. Peck, Trustees of the Fincastle School District of Botetourt County, Virginia	August 18, 1920	September 30, 1920	N / 229	Grantor conveyed a small portion of the property to the School District. Total conveyance: 1.6 acres <b>See Attachment I.e.</b>
Princess Furnace Company, Incorporated, Callie Mining Company, Incorporated, and Circle Ore Company, Incorporated, all Virginia corporations	Princess Iron Corporation, a Virginia corporation	April 8, 1918	April 18, 1918	L / 93	The three Grantors conveyed several parcels of land, which included 1470.5 acres plus 2 parcels of unknown size. This appears to be the first conveyance that combines all the various parcels into the present parcel size of approximately 1830 acres. <b>See Attachment I.f.</b>

**Section 2: SUMMARY OF DEED and TITLE RESEARCH, RESULTS and FINDINGS**ORIGINAL  
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<b>Flow Labs A Parcel</b>					
<b>Grantor</b>	<b>Grantee</b>	<b>Deed Date</b>	<b>Record Date</b>	<b>Book / Page</b>	<b>Notes</b>
(b) (6) husband and wife	Balogh Real Estate Ltd. Partnership, an Ohio Limited Partnership	October 5, 1995	October 10, 1995	561 / 813	The most notable aspect of this transaction is that Grantee entered into a Credit Line Deed of Trust secured by the property before Grantor conveyed the property ( <i>see Section 2.3</i> , below). <b>See Attachment I.g.</b> Total conveyance: 140.14 acres
ICN Pharmaceuticals, Inc., a Delaware corporation	(b) (6)	June 28, 1995	July 5, 1995	556 / 891	Conveyance took place on the same day that Grantor acquired the property from prior Grantor, Flow Labs. Total conveyance: 140.14 acres <b>See Attachment I.h.</b>
Flow Laboratories, Inc., a Maryland corporation	ICN Pharmaceuticals, Inc., a Delaware corporation	June 28, 1995	July 5, 1995	556 / 888	Total conveyance: 140.14 acres <b>See Attachment I.i.</b>
(b) (6) and (b) (6) husband and wife; and (b) (6) and (b) (6), husband and wife	Flow Laboratories, Inc., a Maryland corporation	March 14, 1988	March 16, 1988	444 / 587	Total conveyance: 140.14 acres <b>See Attachment I.j.</b>
<b>Note:</b> Prior conveyances are included in the chart, below, entitled "Flow Labs A and B (prior to subdivision)". Prior to the above noted conveyances, both Flow Labs A and Flow Labs B were held by the Franks and Cope Ford, Inc.					

**Section 2: SUMMARY OF DEED and TITLE RESEARCH, RESULTS and FINDINGS**ORIGINAL  
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<b>Flow Labs B Parcel</b>					
<b>Grantor</b>	<b>Grantee</b>	<b>Deed Date</b>	<b>Record Date</b>	<b>Book / Page</b>	<b>Notes</b>
Riggs Industries, Inc., a Virginia corporation	(b) (6) and (b) (6) husband and wife	May 6, 1994	May 9, 1994	537 / 194	Grantor reserved life estate tied to life of Raymond Riggs + 30 days to utilize the "Old Bag Loading Building", an L-shaped structure Total conveyance: 31.38 acres <b>See Attachment I.k.</b>
(b) (6) and (b) (6) husband and wife, and (b) (6) and (b) (6) , husband and wife	Riggs Industries, Inc., a Virginia corporation	February 28, 1977	March 4, 1977	319 / 651	Grantors conveyed a full interest to Grantee, but only a small portion of the land originally conveyed to them. They also conveyed a 50' perpetual ingress-egress easement to State Route 1060, as well as utility easements for power and water. Total conveyance: 31.38 acres out of 176 acres <b>See Attachment I.l.</b>
Cope Ford, Inc., a Virginia corporation	(b) (6) and (b) (6) his wife	April 1, 1968	April 4, 1968	245 / 339	Grantor conveyed its 1/2 interest in the property initially conveyed to Grantor and the Copes ( <b>see Attachment I.n.</b> ) <b>See Attachment I.m.</b> Total conveyance: 1/2 interest in 176 acres
<b>Note:</b> Prior conveyances are included in the following chart, entitled "Flow Labs A and B (prior to subdivision)". Prior to the above noted conveyances, both Flow Labs A and Flow Labs B were held by the Franks and Cope Ford, Inc.					

**Section 2: SUMMARY OF DEED and TITLE RESEARCH, RESULTS and FINDINGS**ORIGINAL  
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**Flow Labs A and B Parcels  
(prior to subdivision)**

Grantor	Grantee	Deed Date	Record Date	Book / Page	Notes
United States of America	(b) (6) and (b) (6) his wife, and Cope Ford, Inc., a Virginia corporation	April 22, 1963	Unknown	210 / 1	Grantor conveyed surplus government land after certifying that the land was free of hazardous contaminants and explosives. Grantor also conveyed and reserved several easements described in <b>Section 2.3</b> . Total conveyance: 176 acres. <b>See Attachment I.n.</b>
United States District Court for the Western District of Virginia, ruling against (b) (6)	United States of America	August 21, 1941	September 30, 1941	94 / 391	Together with the conveyance, below, part of this conveyance made up a portion of the USA's conveyance to the Franks and Cope Ford, Inc. <b>See Attachment I.o.</b>
(b) (6)	United States of America	May 12, 1941	Unknown	92 / 98	Together with the conveyance, above, this entire conveyance made up a portion of the USA's conveyance to the Franks and Cope Ford, Inc. The conveyance was subject to 3 utility rights of way/easements ( <i>see Section 2.2</i> ). <b>See Attachment I.p.</b>

**Section 2: SUMMARY OF DEED and TITLE RESEARCH, RESULTS and FINDINGS**ORIGINAL  
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PTE**2.2 Rights of Way/Easements**

DASTON's research revealed the following rights of way/easements within the Site. Information is arranged in chronological order, by Deed Date, with the most recent transaction within each relevant Site Parcel section listed first.

<b><i>Rights of Way/Easements</i></b>					
<b>Grantor</b>	<b>Grantee</b>	<b>Deed Date</b>	<b>Record Date</b>	<b>Book / Page</b>	<b>Notes</b>
<b>VOW Parcel</b>					
United States District Court for the Western District of Virginia	United States of America (Petitioner)	June 14, 1943	June 19, 1943	93 / 69	Restates perpetual easement for the disposal of waste materials over land abutting the creek, which empties into the James River. <b>See Attachment I.a.</b>
Glen Wilton Corporation, a Virginia Corporation	Triton Chemical Company, Incorporated	December 20, 1940	January 10, 1941	90/ 569	Conveys perpetual easement for the disposal of waste materials over land abutting the creek, which empties into the James River. Also, conveys right to take water from a Fish Pond located on the lands formerly owned by (b) (6) and described in Deed Book "T"/Page 15, and the right of ingress and egress over said lands to exercise this right. <b>See Attachment I.b.</b>
Glen Wilton Corporation, a Virginia Corporation	(b) (6)	April 30, 1934	May 9, 1934	W/ 530	Within this property conveyance, the Glen Wilton Corporation grants (b) (6) the right to tap into their water line with a half-inch pipe and use this water for ten years, ending in April 1944. <b>See Attachment I.c.</b>

*(Rights of Way/Easements cont'd on next page)*

**Section 2: SUMMARY OF DEED and TITLE RESEARCH, RESULTS and FINDINGS**ORIGINAL  
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**Rights of Way/Easements (cont'd)**

Grantor	Grantee	Deed Date	Record Date	Book / Page	Notes
<b>Flow Labs A</b>					
					Conveyances subject to Rights of Way and Easements as described under "Flow Labs A and B" in this chart, below.
<b>Flow Labs B</b>					
(b) (6) and (b) (6) his wife	Appalachian Power Company, a Virginia corporation	April 24, 1995	May 19, 1995	554 / 662	Grantors conveyed a utility easement for power lines. <b>See Attachment II.a.</b>
(b) (6) and (b) (6) husband and wife, and (b) (6) and (b) (6) (b) (6), husband and wife	Riggs Industries, Inc., a Virginia corporation	February 28, 1977	March 4, 1977	319 / 651	Grantors conveyed to Grantee the following easements: <ul style="list-style-type: none"> <li>• a perpetual 50' access easement across remaining Grantor real estate from State Route 1060; and</li> <li>• utilities easement for the construction and maintenance of power lines and water lines</li> </ul> <b>See Attachment I.I.</b>

*(Rights of Way/Easements cont'd on next page)*



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**Rights of Way/Easements (cont'd)**

Grantor	Grantee	Deed Date	Record Date	Book / Page	Notes
<b>Flow Labs A and B (prior to subdivision of property)</b>					
United States of America	(b) (6) and (b) (6) his wife, and Cope Ford, Inc., a Virginia corporation	April 22, 1963	Unknown	210 / 1	<p>Grantors conveyed the following easement:</p> <ul style="list-style-type: none"> <li>• a 40' wide, 0.75 acre perpetual access easement for ingress and egress across government property from Virginia Route No. 611.</li> </ul> <p>Grantors conveyed the property subject to the following easements:</p> <ul style="list-style-type: none"> <li>• public roads, public utilities, power line and pipe line easements; and</li> <li>• 2 power line and 1 sewer line rights of way held by Burlington Industries, Inc.</li> </ul> <p>Grantors reserved the following 5 perpetual easements:</p> <ul style="list-style-type: none"> <li>• "12 inch Raw Water Line" ROW of 1.31 acres;</li> <li>• "Sanitary Sewer Line" ROW of 0.82 acres;</li> <li>• "12 inch Raw Water Line" ROW of 1.7 acres;</li> <li>• "15 inch and 8 inch Sanitary Sewer Line" ROW of 1.33 acres; and</li> <li>• "6 inch and 8 inch Sanitary Sewer Line" ROW of 0.70 acres.</li> </ul> <p><b>See Attachment I.n.</b></p>

*(Rights of Way/Easements cont'd on next page)*

**Section 2: SUMMARY OF DEED and TITLE RESEARCH, RESULTS and FINDINGS**ORIGINAL  
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**Rights of Way/Easements (cont'd)**

Grantor	Grantee	Deed Date	Record Date	Book / Page	Notes
<b>Flow Labs A and B (prior to subdivision of property)</b>					
(b) (6) and (b) (6) his wife	Appalachian Electric Power Company, a Virginia corporation	November 5, 1935	November 12, 1935	75 / 66	Grantors conveyed to Grantee an electric distribution line, which Grantors had constructed ( <i>see Section 2.6</i> ), as well as the right to relocate the line to a prescribed right-of-way. <b>See Attachment II.b.</b>
(b) (6) and (b) (6) his wife	Appalachian Electric Power Company, a Virginia corporation	August 24, 1935	November 12, 1935	75 / 64	Grantors conveyed right of way and easement to construct and maintain electric, telegraph and/or telephone lines and associated poles, cables, etc. <b>See Attachment II.c.</b>
(b) (6) and (b) (6) his wife	Appalachian Electric Power Company, a Virginia corporation	August 24, 1935	September 18, 1935	74 / 460	Grantors conveyed to Grantee an electric distribution line ( <i>see Section 2.6</i> ), which Grantors had constructed, as well as the right to relocate the line to a prescribed right-of-way. <b>See Attachment II.d.</b>

**Section 2: SUMMARY OF DEED and TITLE RESEARCH, RESULTS and FINDINGS**ORIGINAL  
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PFF**2.3 Mortgages and Deeds of Trust**

DASTON's research revealed the following unreleased Mortgages and/or Deeds of Trust involving Site property. Information is arranged in chronological order by Mortgage or Deed Date, with the most recent Mortgage and/or Deed of Trust within each relevant Site Parcel section listed first.

<b>Mortgages and Deeds of Trust</b>					
<b>Mortgagor (Debtor/Trustor)</b>	<b>Mortgagee (Creditor/Beneficiary)</b>	<b>Mortgage Deed Date</b>	<b>Record Date</b>	<b>Book / Page</b>	<b>Notes</b>
<b>VOW</b>					
<b>N/A</b>					
<b>Flow Labs A</b>					
Balogh Real Estate Ltd. Partnership, Trustor	Bank One, Cleveland, NA, Beneficiary	October 1, 1995	October 12, 1995	562 / 55	<b>See Attachment III.a.</b>
<b>Flow Labs B</b>					
(b) (6) and (b) (6) Trustors	Riggs Industries, Inc., Beneficiary	May 6, 1994	May 9, 1994	537 / 197	<b>See Attachment III.b.</b>

**Section 2: SUMMARY OF DEED and TITLE RESEARCH, RESULTS and FINDINGS**ORIGINAL  
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PFF**2.4 Leases**

DASTON's research revealed the following Leases involving Site property. Information is arranged in chronological order by Lease Date, with the most recent Lease within each relevant Site Parcel section listed first.

<b>Leases</b>					
<b>Lessor (Landlord)</b>	<b>Lessee (Tenant)</b>	<b>Lease Date</b>	<b>Record Date</b>	<b>Book / Page</b>	<b>Notes</b>
<b>VOW</b>					
Glen Wilton Corporation, a Virginia corporation	The Standard Lime and Stone Company, a Maryland corporation	March 2, 1939	March 20, 1939	88 / 522	Lessor leased land on which slag piles were located to enable lessee to remove the slag pursuant to the incorporated Agreement of Sale ( <i>see Notes in Agreements section, below</i> ). The lease was a 5-year lease with 5 one-year option periods. <b>See Attachment IV.</b>
<b>Flow Labs A</b>					
(b) (6) and his wife, and Cope Ford Inc.	Flow Laboratories, Inc.	February 26, 1968	N/A	N/A	The lease apparently was not recorded; however, the deed of conveyance from the Franks and McGovern to Riggs Industries ( <i>see Attachment I.I</i> ).
Balogh Real Estate Ltd. Partnership, Trustor	Mar-Bal, Inc.	1995	N/A	N/A	The lease apparently was not recorded; however, it is described in the Balogh Real Estate Ltd. Partnership Deed of Trust ( <i>see Section 2.3</i> ).
<b>Flow Labs B</b>					
N/A					

**Section 2: SUMMARY OF DEED and TITLE RESEARCH, RESULTS and FINDINGS**ORIGINAL  
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PFE**2.5 Liens/Judgments**

DASTON's research did not reveal any liens or judgments involving owners of Site property.

**2.6 Agreements**

DASTON's research revealed the following Agreements involving current or former owners of property within the Site. Information is arranged in chronological order by Record Date, with the most recent Agreements within each relevant Site Parcel section listed first

<b>Agreements</b>					
<b>First Party</b>	<b>Second Party</b>	<b>Date</b>	<b>Record Date</b>	<b>Book / Page</b>	<b>Notes</b>
<b>VOW Parcel</b>					
Glen Wilton Corporation, a Virginia corporation	(b) (6)	September 21, 1940	Unknown	90 / 366	Agreement gave Radford a 90-day purchase option of property owned by Glen Wilton. <b>See Attachment V.</b> Radford subsequently assigned the right to Triton Chemical Company, Incorporated ( <b>see Attachment I.b</b> ).
Glen Wilton Corporation, a Virginia corporation	The Standard Lime and Stone Company, a Maryland corporation	March 2, 1939	March 20, 1939	88 / 522	The Agreement incorporated both a Sale and Lease. The sale involved the purchase and removal by Standard of the slag on Glen Wilton property. <b>See Attachment IV.</b>
<b>Flow Labs A and B (prior to subdivision of property)</b>					
(b) (6) and (b) (6) his wife	Appalachian Electric Power Company, a Virginia corporation	November 5, 1935	November 12, 1935	75 / 66	Grantors agreed to sell to Grantee an electric distribution line, which Grantors had constructed, as well as the right to relocate the line to a prescribed right-of-way ( <b>see Section 2.2</b> ). <b>See Attachment II.b.</b>
(b) (6) and (b) (6) his wife	Appalachian Electric Power Company, a Virginia corporation	August 24, 1935	September 18, 1935	74 / 460	Grantors agreed to sell to Grantee an electric distribution line, which Grantors had constructed, as well as the right to relocate the line to a prescribed right-of-way ( <b>see Section 2.2</b> ). <b>See Attachment II.d.</b>

**Section 2: SUMMARY OF DEED and TITLE RESEARCH, RESULTS and FINDINGS**ORIGINAL  
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PDF**2.7 Certificates**

DASTON's research revealed the following Certificates related to Site property. Information is arranged in chronological order by Record Date, with the most recent Certificates within each relevant Site Parcel section listed first

<b>Certificates</b>					
<b>Signed by:</b>	<b>Accepted by:</b>	<b>Date</b>	<b>Record Date</b>	<b>Book / Page</b>	<b>Description</b>
<b>VOW Parcel</b>					
N/A					
<b>Flow Labs A and B (prior to subdivision of property)</b>					
R. W. Johnson, SMUAP-AM, Industrial Specialist, Ammunition Procurement and Supply Agency, Joliet, Illinois; Charles W. Lay, Safety Officer, Radford Ordnance Plant; Walter T. Fowler, Jr., Safety Inspector, Radford Ordnance Plant	L. E. Nunnally, G.S.A. Representative, Chief, real Property Division, Utilization and Disposal Service, General Services Administration, Region 3, Washington 25, D.C.	March 26, 1963	April 24, 1963	210 / 8	The document certifies that the Radford Ordnance Plant Propellant Bagging Lines 2, 3 and 4, located on the Site, have been decontaminated in accordance with the government requirements, and no significant chemical or explosive hazards remain that will prevent non-military use of buildings or land or endanger people. <b>See Attachment VI.</b>

**2.8 Tax Records/Tax Assessment Information**

The following table provides a breakdown of the assessed value of the Site by Parcel Number.

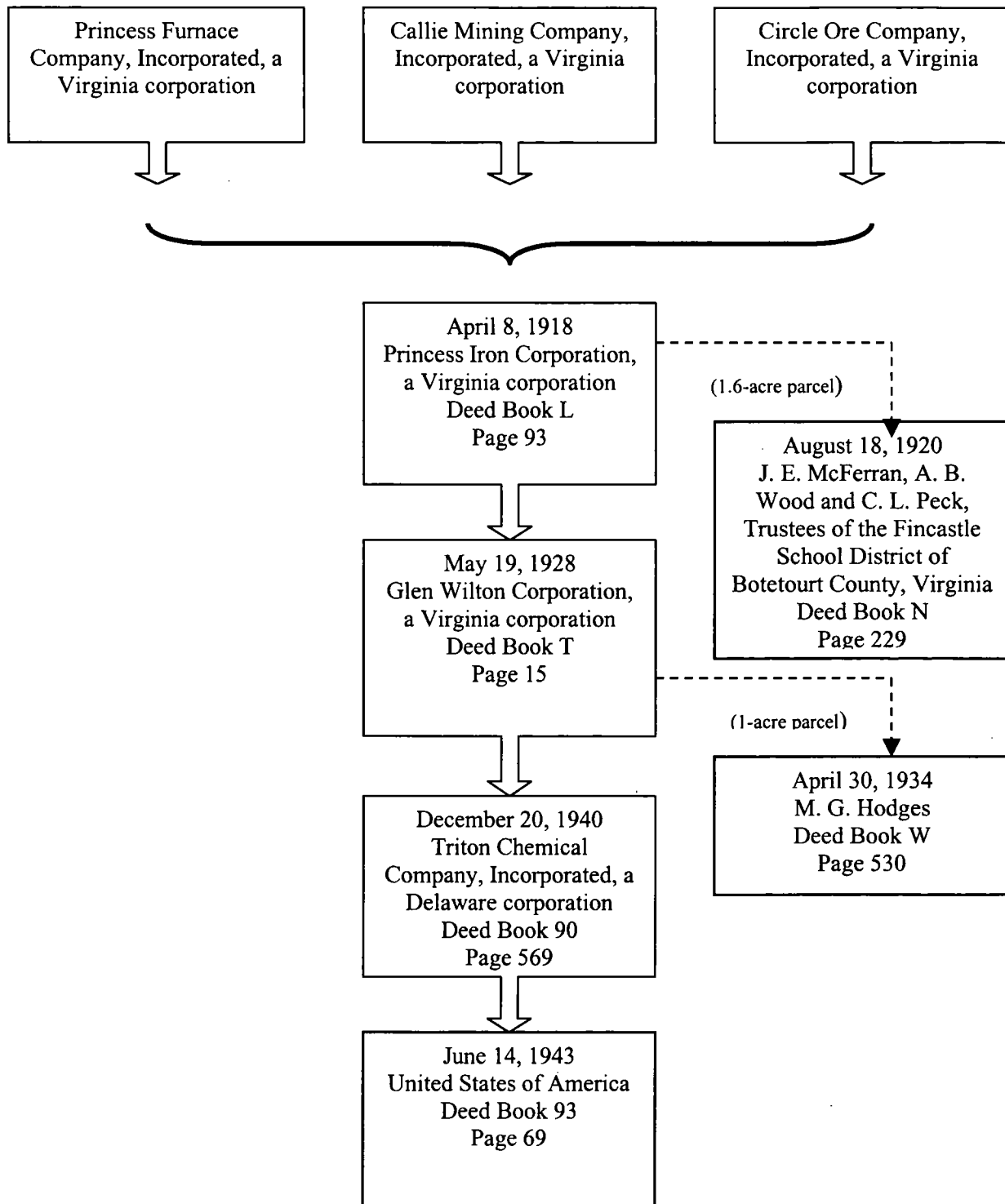
<b>Parcel No.</b>	<b>Land Value</b>	<b>Buildings and Improvements</b>	<b>Total Assessed Value</b>	<b>Last Payment Date</b>	<b>Balance</b>	<b>Notes</b>
<b>VOW Parcel</b>						
N/A	N/A	N/A	N/A	N/A	N/A	Owned by U.S. Government
<b>Flow Labs A</b>						
57-1-1a	\$40,400	\$53,400	\$93,800	11/09/2000	\$0	
<b>Flow Labs B</b>						
56-1-67a	\$396,100	\$985,500	\$1,381,600	12/05/2000	\$0	

## Section 3: TITLE TREES

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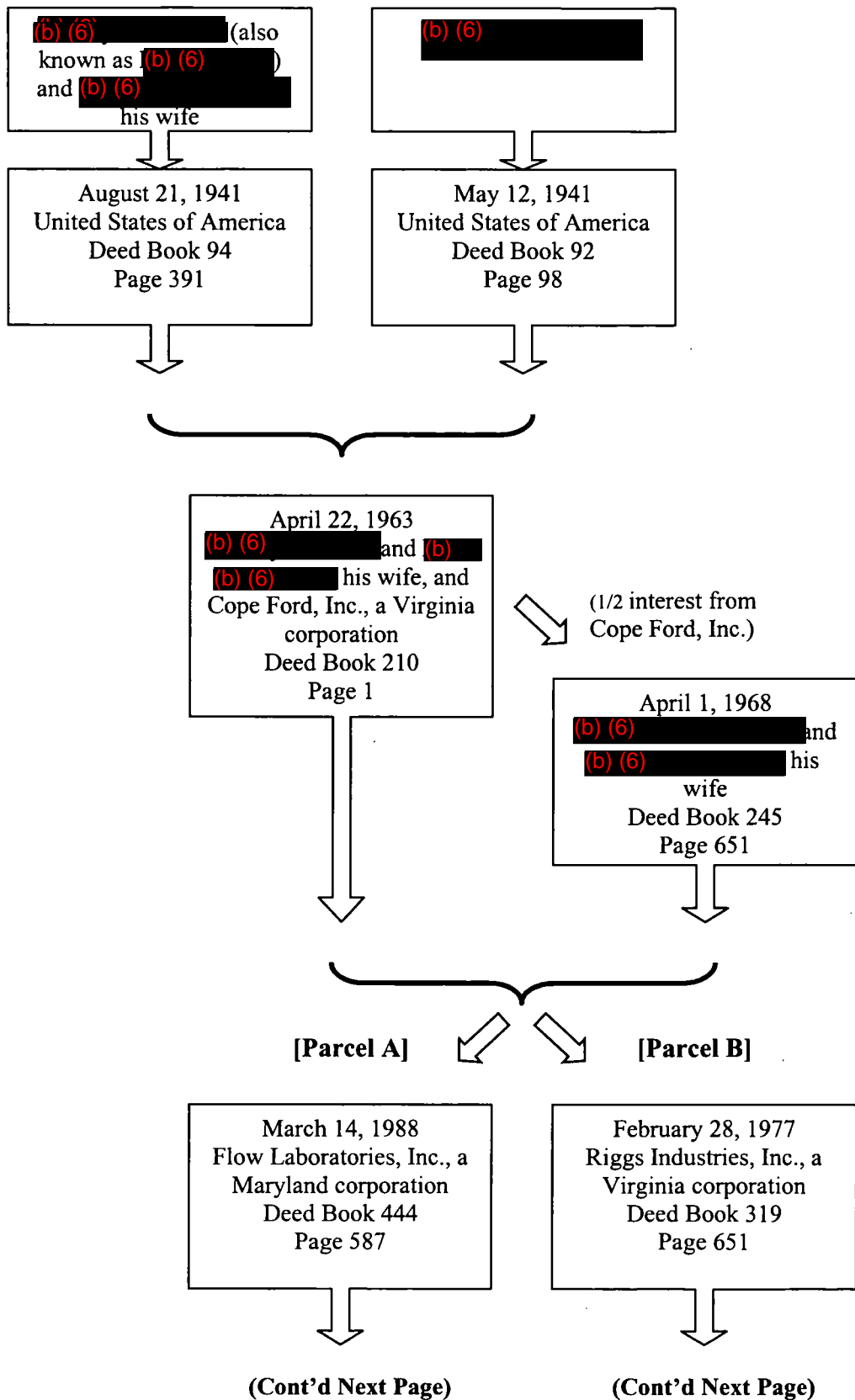
## VOW Parcel



## Section 3: TITLE TREES

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## Flow Labs Parcels





## Section 3: TITLE TREES

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**Flow Labs Parcel A  
(Cont'd from Previous Page)****Flow Labs Parcel B  
(Cont'd from Previous Page)**

↓

June 28, 1995  
ICN Pharmaceuticals, Inc.,  
a Delaware corporation  
Deed Book 556  
Page 888

↓

May 6, 1994  
(b) (6) and (b) (6)  
(b) (6), husband  
and wife  
Deed Book 537  
Page 194

↓

June 28, 1995  
(b) (6)  
Deed Book 556  
Page 891

**(Flow Labs Parcel B)**

↓

October 5, 1995  
Balogh Real Estate Ltd.  
Partnership, an Ohio  
Limited Partnership  
Deed Book 561  
Page 813

**(Flow Labs Parcel A)**

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## ATTACHMENT - I.a

Grantor	Grantee	Deed Date	Record Date	Book / Page	Notes
United States District Court for the Western District of Virginia ruling against Triton Chemical Company, Inc., a Delaware corporation	United States of America	June 14, 1943	June 19, 1943	93/69	The property was conveyed to Grantee via court order resulting from Grantee's petition for condemnation of the property. Relying on the principle of eminent domain, the court condemned the property for military purposes. The conveyance remained subject to existing railroad and utilities easements, and excepted 2 small parcels totaling 2.44 acres. Total conveyance: 1830.62 acres. <b>See Attachment I.a.</b>

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE WESTERN DISTRICT OF VIRGINIA,  
CONTINUED AND HELD AT HARRISONBURG ON THE 14th DAY OF JUNE, 1943.

UNITED STATES OF AMERICA

V.

1830.62 acres of land, etc., and  
TRITON CHEMICAL COMPANY, INC., ETAL

ORDER:

This day came the petitioner, United States of America by R. Roy Rush, Assistant United States Attorney for the Western District of Virginia, and moved the Court to enter a judgment vesting title in the United States of America in and to the properties hereinafter described, Thereupon, the Court proceeded to hear and pass upon the said motion, the petitioner for condemnation and the several amendments thereto, and the declaration of taking heretofore filed on the 12th day of June, 1942, and finds as follows;

(1) That the United States is entitled to acquire property and interest in property by eminent domain for military purposes and to be located upon and within the acreage set forth and described in said petition and the several amended petitions and declaration of taking.

(2) That a petition for condemnation and the several amendments thereto was filed at the request of the Secretary of War of the United States, the authority empowered by law to acquire the lands, and interest in the lands described in said petition, as amended, and also under the authority of the Attorney General of the United States.

(3) That in said petition, as amended, and the declaration of taking, a statement of the authority under which and the public use for which said lands and interest in said lands were taken is set out, and that the Honorable Henry L. Stinson, Secretary of War is the person duly authorized and empowered by law to acquire lands and interest in lands such as are described in the said petition, as amended, for the purposes as aforesaid, and that the Attorney General of the United States is the person authorized by law to direct the institution of such condemnation proceedings.

(4) That a proper description of the lands and interest in lands sought to be taken sufficient for the identification thereof is set out in said declaration of taking.

(5) A statement of the estate or interest in said lands taken for said public use is set out in said declaration of taking.

(6) A plan showing the lands and interest in lands taken is annexed to and incorporated in said declaration of taking.

(7) A statement of the sum of money estimated by the said acquiring authority to be just compensation for the lands and interest in lands taken, to-wit: The sum of \$465,000.00 is set out in said declaration of taking and said sum has been deposited in the registry of this court.

(8) That there is a statement in said declaration of taking that in the opinion of said Secretary of War, the ultimate award for said lands will probably be within any limits prescribed by law to be paid as the price therefor.

And the Court having fully considered said petition for condemnation and the several amendments thereto, and the declaration of taking, and the statutes in such cases made and provided is of the opinion that the United States of America is entitled to take said property and interest in property and have the title thereto vested in it pursuant to the Act of Congress approved February 26, 1931, 46 Stat. 1421, Title 40, Section 258a, USCA, it is, therefore, considered by the Court, and it is the order, judgment and decree of the Court that the title to the hereinafter described tract of land containing 1830.62 acres with the exceptions therefrom hereinafter described in fee simple absolute, subject, however, to existing easements for railroads and public utilities therein, and a perpetual easement as hereinafter described, be, and the same hereby is vested in the United States of America, as of June 12, 1942, and said land is deemed to be condemned and taken and is condemned and taken for the use of the United States and the right to just compensation for the same shall vest in the persons entitled thereto when said compensation shall be ascertained and awarded in this proceeding and established by judgment thereunder pursuant to law.

The land and said easements so condemned and taken are described as follows;

ALL that certain piece or parcel of land lying in the County of Botetourt near Glen Wilton, Virginia, bounded and described in plat and survey made by S. S. Lynn, State Certified Surveyor, December, 1940. BEGINNING at a point 1, said point being an old iron rail set just North of some rocks and a little southeast of a larger rock; thence South 48 degrees East 2472 feet to point 2, an iron rod, thence South 59 degrees 45 minutes East 2821 feet to point 3, a dead locust; thence North 25 degrees 05 minutes East 1049 feet to point 4, a black oak; thence South 23 degrees 34 minutes East 61.4 feet to point 5, a larger black oak; thence North 73 degrees 51 minutes East 137 feet to point 6, a corner locust post; thence South 31 degrees 57 minutes East 353.5 feet to point 7, an iron pipe; thence South 38 degrees 35 minutes East 209 feet to point 8, thence North 51 degrees 18 minutes East 172 feet to a point, thence North 82 degrees East 40 feet to point 9 in the Westerly right-of-way line of the T & O Railroad; thence 8 courses with the said right-of-way line North 19 degrees 05 minutes East 1054 feet to point 10, thence on a curve to the right, the radius of which is 3869.8 feet a distance of 518 feet to point 11; thence North 26 degrees 45 minutes East 3876 feet to point 12; thence along a curve to the left the radius of which is 1860.5 feet for a distance of 386.6 feet to point 13;

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thence North 14 degrees 50½ minutes East 300 feet to point 14; thence on a curve to the right, the radius of which is 1482.7 feet for a distance of 240 feet to point 15; thence North 24 degrees 7 minutes East 300 feet to point 16, thence North 27 degrees 07 minutes East 149 feet to point 17; thence leaving the C & O right-of-way line North 35 degrees West 1931.5 feet to point 18, a stake; thence North 88 degrees 30 minutes West 304 feet to point 19, a fat pine stake; thence North 78 degrees West 1918 feet to point 20, a stake on a flat ridge; thence North 25 degrees 45 minutes East 297 feet to point 21, a concrete post; thence by the land of the United States National Forest North 78 degrees 30 minutes West 7140 feet to point 22, a United States Forest corner on top of Mountain; thence South 2 degrees West 1820 feet to point 23, a pine stake and rock pile; thence South 13 degrees West 323 feet to point 24, a rock pile near South end of a ridge; thence South 23 degrees West 883 feet to point 25, a rock pile at turn of ridge; thence South 10 degrees 12 minutes West 1952 feet to point 26, a rock 3 feet square; thence South 27 degrees 45 minutes West 1799 feet to point 27, a 30 inch rock on a larger sloping rock; thence South 14 degrees 15 minutes East 1287 feet to point 28, a red sand stone rock; thence South 51 degrees 21 minutes East 561 feet to point 29, a pine knot on steep South slope; thence South 38 degrees 15 minutes East 792 feet to point 30, a stone with a pile of rocks; thence South 78 degrees 24 minutes East 2082 feet to point 31, a stake; thence North 13 degrees 30 minutes East 1584 feet to point 1, the place of BEGINNING.

Excepting and excluding from the above-described lands a certain tract or parcel described as follows:

All that certain tract or parcel of land being in the County of Botetourt, State of Virginia, near the Village of Glen Wilton and formerly known as the Superintendent's House of the Longdale Iron Company, being described by metes and bounds as follows:

BEGINNING at the North corner of said lot, an iron pipe; thence South 60 degrees 22 minutes East 234 feet to an iron pipe; thence South 29 degrees 38 minutes West 166.5 feet to an iron pipe in northeast edge of road; thence along the northeast edge of road North 56 degrees 1 minute West 91.5 feet to an iron pipe, North 48 degrees 12 minutes West 80 feet to a short railroad iron, North 24 degrees 26 minutes West 50 feet to a short railroad iron; thence North 6 degrees 28 minutes West 40 feet to an iron rod; thence North 26 degrees 30 minutes East 81.4 feet to the BEGINNING, containing 0.78 acres, more or less.

Also, excepting and excluding that portion of the above-described lands upon which a spur track of the Chesapeake and Ohio Railway is located, which land was conveyed by deed dated March 8, 1941, and recorded in Deed Book 91, Page 384 in the office of the Clerk of the Circuit Court of Botetourt County, and is more particularly described as follows:

BEGINNING at a point in the <sup>existing</sup> right-of-way line 50 feet northwesterly at right angles from center line of main track of the James River Sub-division of the Chesapeake and Ohio Railway at station 5468 plus 36.3, also being 25 feet northwesterly at right angles from center line of spur track serving Triton Chemical Company, Inc., at station 2 plus 73; thence northwesterly parallel with and 25 feet from center line of spur track which is on a 10 degree 00' minute curve to the left to Station 8 plus 25, continuing on a tangent North 36 degrees 04 minutes 30 seconds West to station 12 plus 37.4 continuing on a 6 degree 00 minute curve to the right to station 15 plus 39 and continuing parallel with and 25 feet from main track a total distance of 1379 feet, more or less, to a point opposite station 16 plus 66; thence northeasterly and radially toward center line of main spur track 13 feet; thence northwesterly parallel with and 12 feet from center line of main spur track and spur track produced which is on a curve to the right and tangent North 6 degrees 32 minutes 30 seconds West a total distance of 360 feet, more or less; thence northeasterly at right angles to center line of main spur track produced at station 20 plus 25, 21 feet, thence parallel with and 9 feet from center line of main spur track produced and main spur track on a tangent South 6 degrees 32 minutes 30 seconds East and curve to the left a total distance of 359 feet, more or less, to a point opposite station 16 plus 66; thence northeasterly and radially from center line of main spur track 31 feet; thence southeasterly parallel with and 25 feet from center line of siding and main spur track which is on a 6 degree 00 minute curve to the left to station 12 plus 37.4, continuing on a tangent South 36 degrees 04 minutes 30 seconds East to station 8 plus 25 and continuing on a 10 degree 00 minute curve to the right a total distance of 1168 feet, more or less, to a point in right-of-way line; thence South 19 degrees 07 minutes 30 seconds West on right-of-way line parallel with and 50 feet from center line of main track 228 feet, more or less, to point of BEGINNING, and containing 1.66 acres, more or less.

The above-described lands contain in the aggregate 1830.62 acres, more or less.

Also, a perpetual easement for the disposal of waste materials over a 50 foot strip of land to the creek which runs from the Chesapeake and Ohio Railway right-of-way to the James River, and over a 50 foot strip of land being 25 feet on each side of the center line of said creek, from the C & O Railroad right-of-way to the place where said creek empties into the James River.

IT IS FURTHER ADJUDGED, ORDERED AND DECREED that possession of the above land and easement and the whole thereof subject however, to all existing easements for public roads, railroads and public utilities therein which was taken by United States of America on January 15, 1942, be and the same is hereby confirmed as of that date.

Enter: (Signed) John Paul Judge

A Copy Teste:

( SEAL) of United States, District ) C. E. Gentry Clerk  
Court western District of Virginia )  
By Virginia W. Ayers Deputy Clerk.

In the Office of the Clerk of the Circuit Court of Botetourt County, June 19th, 1943, The foregoing Order, was this day presented in said office and with certificates annexed, admitted to record at 12/30, o'clock P. M. Teste:

THE INSTRUMENT COPIED BELOW WAS MAILED ON THE

10 DAY OF May 1943 TO

Russell Lee, P.O. Box 23  
Covington, Va.

*R. D. Storer* Clerk  
*By R. E. Newman* Deputy Clerk.

THIS DEED, made and entered into this 19th, day of June, 1943, by and between E. L. Harris and Estelle Harris, his wife, his wife, parties of the first part, and William Ellis Lee and Catherine Eunice Lee parties of the second part, and the Bank of Fincastle, party of the third part,

WITNESSETH, that for and in consideration of the sum of One Hundred Eighty (\$180.00) Dollars, cash in hand paid by the said parties of the second part unto the said parties of the first part at and before the sealing and delivery of this deed, the receipt whereof is hereby acknowledged, and other good and valuable consideration, the said parties of the first part do hereby bargain and sell, grant and convey unto the said parties of the second part with General Warranty of Title, their heirs and assigns forever to have and to hold in fee simple title all of that certain tract or parcel of land situated in the County of Botetourt, in the State of Virginia, the same being a portion only of the land that was conveyed by B. N. Harris and wife to the said E. L. Harris by deed duly recorded in the Clerk's Office of the Circuit Court of Botetourt County, Virginia, to which said deed reference is now and and here made, said tract of land hereby conveyed containing 8 acres, be the same more or less, and the same being more particularly described as follows, to-wit:

BEGINNING in the center of the spring branch in the center of the old road and with the center of the old road to an iron stake planted in the division line of the said E. L. Harris and Horton (formerly Ayers) and corner with the same, thence with the said division line in an easterly direction to a small gum tree in said division line and corner to the same thence continuing with said division line in a northeasterly direction to a double post set in said division line a distance of approximately 50 yards, be the same more or less, short of the said spring branch, thence in a westerly direction and straight line to a sweet apple tree standing on the south bank of said branch thence with the center of said branch to the point of the Beginning and containing 8 acres, be the same more or less as aforesaid.

The said Bank of Fincastle is made a party to this deed only for the purpose of releasing the deed of trust it holds against the lands of the said E. L. Harris and wife of which the said 8 acres is only a small part and it is distinctly understood and agreed that the said deed of trust remains intact except for the release of the said 8 acre tract as conveyed by this deed; and it is further mutually understood that the said Bank of Fincastle in signing this deed by its President and cashier do so only for the purpose stated herein.

The aforesaid grantors, the said parties of the first part, covenant that they have the right to convey the said land to the aforesaid grantees; that the said grantees shall have quiet possession of the said land free from all encumbrances; that they have done no act to encumber the said land; and that they will execute such further assurances of the said land as may be requisite.

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ATTACHMENT - I.b					
Grantor	Grantee	Deed Date	Record Date	Book / Page	Notes
Glen Wilton Corporation, a Virginia corporation	Triton Chemical Company, Incorporated, a Delaware corporation	December 20, 1940	January 10, 1941	90 / 569	Grantor gave duVal R. Radford a purchase option on the property it had previously acquired ( <i>see Attachment I.a</i> ). Radford then assigned the option to Grantor, which purchased the property. <i>See Attachment I.b.</i>



State of Virginia County of Botetourt, to-wit:

I, G. C. Burgess a Notary Public of the State of Virginia, in and for the County aforesaid do hereby certify that L. C. Gibson and Mrs. L. C. Gibson whose names are signed to the within writing bearing date on the 23rd day of December 1940 have acknowledged the same before me in my County and State aforesaid.

Given under my hand this 9th day of January, 1941.

(Notary Seal)

G. C. Burgess Notary Public.  
My Commission Expires February 8, 1943.

In the office of the Clerk of the circuit Court of Botetourt County, January 14, 1941,  
This Right of way, was this day presented in said office and with certificate thereto annexed, admitted to record at 10:30, o'clock, A. M.

Teste:--

THE INSTRUMENT COPIED BELOW WAS MAILED ON THE

10 DAY OF Jan 19 41 TO

*Lawrence T. Radford*

*R. L. Stoner*  
*By R. L. Stoner*

Clerk.

Deputy Clerk.

THIS DEED, made this the 20th day of December, 1940, by and between GLEN WILTON CORPORATION, a corporation chartered and existing under the laws of the State of Virginia, party of the first part, and TRITON CHEMICAL COMPANY, INCORPORATED, a corporation chartered and existing under the laws of the State of Delaware, party of the second part and duVal R Radford, party of the third part; and W. W. Zimmerman, party of the fourth part;

Exam.

WHEREAS, at a duly called meeting of the stockholders of the Glen Wilton Corporation held on the 21st day of September, 1940, in Clifton Forge, Virginia, the following resolution was adopted by said stockholders: "RESOLVED that in each and every case where this corporation owns or acquires real or personal property, whether by purchase or otherwise, the Board of Directors be, and they are hereby authorized and empowered to resell, option, lease, transfer, or assign any such property to such person or persons and on such terms as they may determine. And be it further RESOLVED that the said Board of Directors be, and they are hereby authorized and empowered to authorize any officer of this corporation to execute and deliver a deed or other instrument conveying, optioning, leasing or transferring such property to such purchaser or purchasers, and to have the corporate seal of this corporation affixed to such deed or other instrument and attested by its Secretary or other officer"; and

WHEREAS, at a duly called meeting of the Board of Directors of the Glen Wilton Corporation, held on the 21st day of September, 1940, at which said meeting a quorum was present and voted, on motion duly made and seconded it was "RESOLVED, that the action of the stockholders at the meeting on the said 21st day of September, 1940, be, and the same is, hereby, ratified, approved, and confirmed by the Board of Directors of this corporation.

And be it further RESOLVED, that in each and every case where this corporation owns or acquires title to real or personal property, whether by purchase or otherwise, that either the President or Vice-President of this corporation be, and they are hereby authorized and empowered to execute and deliver a deed or other instrument conveying, optioning, leasing, transferring or assigning such property to such purchaser or purchasers thereof and that the corporate seal of this corporation be affixed to such deed or other instrument and attested by its Secretary"; and

WHEREAS, the said Glen Wilton Corporation by resolutions duly passed and adopted granted to the said party of the third part his heirs, administrators or assigns, the exclusive right to purchase the hereinafter described property within ninety (90) days from the date of said agreement which said agreement was dated the 21st day of September, 1940, and recorded in the Clerk's office of the Circuit Court of Botetourt County, Virginia, in deed book no. 90 at page 366; and

WHEREAS, the said party of the third part has assigned all of his right, title and interest in and to the above said option to the said party of the second part and has requested the said party of the first part to grant and convey the hereinafter described property to the said party of the second part as is evidenced by his joining in this deed; and

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WHEREAS, the said party of the first part has sold the hereinafter described property to the said party of the second part in accordance with the above said option agreement and the conditions which will be hereinafter set forth; and

WHEREAS, at a duly called meeting of the said Board of Directors of the said party of the first part held at Clifton Forge, Virginia, on the 20th day of December, 1940, at which said meeting a quorum of said Board was present and voted, a resolution was duly passed and adopted by the said Board of Directors of the said party of the first part, ratifying, approving and confirming the sale of the hereinafter described property to the said party of the second part and authorized and instructed the President of the said Glen Wilton Corporation to sign, seal, acknowledge and deliver in the name of and on behalf of the said Glen Wilton Corporation a deed granting and conveying the hereinafter described property with general warranty of title to the said party of the second part and further authorized and instructed the Secretary of said Glen Wilton Corporation to affix the corporate seal of said corporation to the said deed and to attest the same; and

WHEREAS, the said party of the first part now desires to grant and convey the hereinafter described property to the said party of the second part and the said party of the third part now desires to assign, transfer and set over all of his right, title and interest in and to the above said option agreement and the hereinafter described property;

NOW, THEREFORE, THIS DEED WITNESSETH:

That for and in consideration of the sum of TWELVE THOUSAND (\$12,000.00) DOLLARS cash in hand paid by the said party of the second part to the said party of the first part, the receipt whereof is hereby acknowledged, the said party of the first part does grant and convey with covenants of general warranty of title and sells, transfers, assigns and sets over unto the said party of the second part the hereinafter described property; and the said party of the third part for and in consideration of the sum of \$1.00 cash in hand paid to him by the said party of the second part, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto the said party of the second part all of his right, title and interest in and to the above said option agreement and the hereinafter described property.

The property hereinabove mentioned and referred to is described as follows, to-wit:

- (1). All those certain tracts or parcels of land lying and being in Fincastle Magisterial District in Botetourt County, Virginia, and lying and being within the boundary of land which is described by metes and bounds as follows:

BEGINNING at 1 a small iron rail found set just north of some large rocks and a little Southeast of large rocks, (and N. 31 " 5.5' from an X mark and the north corner of a large rock), the same being a corner of the "207 acre mineral tract" and the Circle land, thence with the Circle land S. 48 E. at 288.7' passing 1.2' to a right of a set rail on the south edge of a small road, and crossing a branch three times, in all 2472' to 2 an iron rod found driven in the ground, thence S 59-45E, at about 520' crossing a branch at 1400' crossing the center of the road to Glen Wilton, in all 2821' to 3, a stake on the north edge of the road, thence a new line N 26-05 E at 1.5' crossing dead locust, at 600' crossing a water pipe line in the north edge of land or road, at 604' crossing branch of power line, in all 1049' to 4, a black oak in a fence, S. 23-34 E 61.4' to 5, a large black oak in fence corner, N 73-51E 137' to a stout locust corner fence post 6, S 31-57E 353.5' to 7, S. 38-35 E 209' to the center of the road 10' short of a large double maple thence down the center of the road N 31-18E 172' N 82 E 40' to the west line of the C. & O. Railroad right of way at 8 thence along the said west edge of the right of way 50 feet from the center of the main track N 19-05 E 1054' to 9, opposite station 71+58, thence along the west line of the railroad right of way, which runs 50' from the center line, the following lines paralling the main track, N 19-05 E to 10, thence on a curve to the right with a radius of 3869.8' for a distance of 518' to 11, thence on a tangent N 26-45 E 3876' to 12 thence on a curve to the left with a radius of 1860.5' for a distance of 386.6' to 13, thence on a tangent N 14-50 E 300' to 14, thence on a curve to the right with a radius of 1482.7' for a distance of 240' to 15, thence on a tangent N 24-07E 300' to 16 thence on a curve to the right with a radius of 1482.7' for a distance of 149' (the chord bearing N 27-05E) to 17, a point in a very steep hillside or bluff, called the "Alum Rock", opposite station 39 96, thence with the heirs of Jerry Watson, N 35 W at 220.5' passing just west of a tall pine on top of the bluff, at 235' passing a stake, at 1514' crossing on old center gum on the north edge of a wood road, in all 1931.5' to 18, a chestnut stake on an east slope, S. 35 E 3.5' from 2 red oaks and S 35E10' from a double white oak, and a little west of a low place in a ridge, thence with the land called "Smith land", formerly Davis A. Kayser land, N. 88-30 W 304' to 19 a fat pine stake

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S26 E 4' from a small black oak and S 63W 4.3' from a pine, thence N 78 W at 733' crossing the old public road, in all 1918' to 20 a chestnut stake on a flat ridge, S 39 1/2 E 9.5' from an 8" chestnut oak, S 70 W 7.3' from a black oak and N 69W 3.2' from a pine, thence N 25-45 E 297' to 21, the United States National Forest corner, a round concrete post on a gentle east slope, marked "889", with pine and black pointers, thence along the line of the National Forest (as given in description recorded in Botetourt County, Clerk's Office in D. B. Z page 336) N 78-30W at 1377' crossing the power line, in all 7140' to 22, the National Forest corner on the top of Rich Patch mountain in the Botetourt-Alleghany County line, a stone set up and marked with a cross and chestnut oak & white oak witness trees, scried "259", and thence with the "Craff" or Callaghan land, S 2 W, at 1650' passing a rockpile, in all 1830' to 23, a fat pine stake & rockpile and small black oak pointers, on a northeast slope, thence along east of a long ridge of rock, and parallel with same S 13 W at 23' passing the northeast or lower corner or point of a large, long rock, in all 323' to 24, a rockpile near the south end of said ridge, thence along the top of the mountain S. 23 W 883' to 25 a rockpile on top of said mountain, thence along a ridge about 630' and into the white rock Cap. S. 10-12 W 1952' to 26, a 3 foot square rock by a locust, thence S 27-45 W, at 173' crossing a large rock, at 373' passing a cross-mark on a rock on top of the rock west wall of the Cap, in all 1799' to 27, a 30 inch rock on top of a great sloping rock, about 8' east of the west edge and about 8' south of a sharp notch in the west edge, thence, with the wood tract S 14-15 E 1278' to 28 a red sandstone rock found set on a small bench of the mountain, in a low place, near east edge of same and now marked sorrell, black oak, gum and maple, thence S 57-21 E. 361' (crossing drain or branch) to 29 a fat pine knot on a steep slope, with rocks around it, and pines and black oak pointers, about 35' S 75 W of the southwest corner of a big rock on ridge, thence down the ridges general direction, S 38-15E 792' to 30, a rock found set up with rock around it south of old ore workings, about 60' east of a branch, with pointers now marked, thence with the Circle land S 78-24E 2082' to 31, a chestnut stake on a gentle east slope, N 50 E 11' from an old stake & rockpile, S 85 E 9' from 11 inch pine, S 23 E 4' from 4 inch pine & 4.5 west of a small black oak, thence up a broad ridge N 13-30E at 884' leaving the brow of the hill and down a steep slope, in all 1384' to the BEGINNING.

All bearings corrected to eliminate declination.

It is the intention of the said party of the first part to convey by this deed to the said party of the second part all of its right, title and interest of whatever nature, kind and description in and to the tracts or parcels of land embraced within the above described boundary of land hereinabove set out by metes and bounds.

For a further description of the above said boundary of land reference is here made to a plat and survey of the same by S. S. Lynn, State Certified Surveyor, dated December 1940, which is to be recorded with and made a part of this deed. Reference is also made to the following deeds for a further description of the land hereby conveyed. The said reference, however, is made for the purpose of inclusion but not in limitation of the said land hereby conveyed.

By deed bearing date the 19th day of May 1928 and of record in said clerk's Office in deed book "T" at page 15 from J.H. Drewry, Special Master Commissioner of the District Court of the United States for the Western District of Virginia, to Glen Wilton Corporation and by deed bearing date the 20th day of November, 1940, and of record in said Clerk's Office from Howard Hobson to Glen Wilton Corporation.

- (2). All of that certain strip or parcel of land lying on the east side of the center of the road which leads from the Village of Glen Wilton to the Chesapeake and Ohio Depot, and west of the west line of the Chesapeake and Ohio Railway right of way which lies within 25 feet on either side of the center line of the newly proposed Spur track now staked out on said land which said center line is described as follows;

BEGINNING at a point opposite in a westerly direction 25 feet from Station 68+72.7 of the center line of the Chesapeake and Ohio Railway right of way and thence on a 10° curve to the left in a northwesterly direction to station 8+50 point of tangent.

- (3). A perpetual easement to the creek which runs from the Chesapeake and Ohio Railway right of way to the James River through the lands of the said party of the first part and a 25 foot strip or parcel of land on either side of said creek from the center line thereof, the point of Beginning of said creek on the said Chesapeake and Ohio Railway is designated as point "A" on the hereinabove referred to plat and the point "B" is designated on the same plat as the place where said creek leaves the lands of the said party of the first part and empties into the said James River with the right to the party of the second part to place in said creek and the waters thereof and chemicals, wastes, liquids, solids or other substances and said party of the first part does further agree not to claim any riparian rights to the use or otherwise of the said creek or the water thereof as against the said party of the second part and the said party of the first part also covenants and agrees not to place any dams or other obstructions in the said creek.

- (4). All personal property of whatsoever nature and kind situated on the tracts or parcels of land set out as number "(1)" above with the exception of all livestock, tools, implements and machinery used for farming purposes.

- (5). The right to take water from the fish pond on the land formerly belonging to C. M. Reynolds as was granted and conveyed to D. S. Cook by C. M. Reynolds by deed bearing date the 17th day of September 1883, and recorded in said clerk's office in deed book No. 42 at page 398, and granted and conveyed to the said party of the first part by J. H. Drewry, Special Master Commissioner by deed bearing date the 19th day of May 1928 of record in said Clerk's office in deed book "T" at page 15 to which said deeds and deeds therein mentioned reference is here made for a more full and particular description of the rights hereby conveyed and the right of ingress and egress over, to and from the lands of the said party of the first part for the purpose of exercising the above said right.

ORIGINAL  
(Red)  
PTE

It is further covenanted and agreed by and between the said parties of the first <sup>and</sup> part, second part that the water system and the water therefrom now located on the tracts or parcels of land hereinabove set out and described in "(1)" is included in but is not a limitation on the land conveyed in said item "(1)" and that included in said water system are all pipes, tanks, dams, reservoirs, fixtures, appurtenances and improvements used in and about said water system, and the said party of the second part covenants and agrees to furnish to the said party of the first part at the point where the pipeline which now runs from storage tank (it is designated as point "C" on the above said plat) on the above described tracts or parcels of land enters the boundary line between the property sold and the property retained by said party of the first part (designated as point "D" on the above said plat) a one inch flow of water that is to say the amount of water which would normally flow through a one inch pipe from said present water system. The said party of the second part covenants and agrees to maintain and keep up the said pipe line designated on the above said plat as points "C" to "D" and repair the same and the said party of the first part covenants and agrees to furnish all necessary pipes ~~and~~ materials for the maintenance, upkeep and ~~rep~~ repairs to the said pipe line. And the said party of the first part covenants and agrees that the usage of the water from the said water system that is the number of gallons taken from the same shall not exceed the present usage.

The said parties of the first and fourth parts for and in consideration of the sum of \$1.00 and other valuable considerations cash in hand paid to them by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby covenant and agree to save harmless the said party of the second part from any and all damages which might directly or indirectly flow from or result in the above said agreement concerning the said water system and the usage of water therefrom reference being made especially to the agreement entered into by the said party of the first part with M. G. Hodges in a deed dated April 30, 1931, and recorded in said clerk's Office in deed book "W" at page 530.

It is further covenanted and agreed by and between the parties of the first part and the second part that the said party of the first part shall have the right to remove from the hereinabove described tracts or parcels of land on or before March 1, 1941, four (4) houses now placed thereon and designated on the above said plat as being houses numbered 1, 2, 3, and 4, and for the purpose of removing the same the said party of the first part shall have the right of ingress and egress to and from the above tracts or parcels of land over a route chosen by the said party of the second part, and the said party of the first part further agrees that the said ingress and egress and the right for removal of the said houses shall be at the risk of the said party of the first part.

It is further covenanted and agreed by and between the said parties of the first part and second part that this deed is made subject to a certain lease and agreement entered into by the said party of the first part with the Standard Lime and Stone Company, which said agreement bears date of the 2nd day of March, 1939, and is recorded in said clerk's Office in deed book No. 68 at page 532.

And the said party of the first part for the consideration aforesaid does further grant, bargain, sell and convey unto the said party of the second part all of the right, title interest, assets, property, franchises and privileges, roadways, railroads, rights of way, and also all and singular the tenements, hereditaments and appurtenances belonging to the said properties or any part thereof or in anywise appertaining thereto and the reversions, remainders, rents, issues and profits thereof and all the estate, possessions, claim and demand whatsoever as well at law as in equity of, in and to the same and any and every part thereof.

PFE  
ORIGINAL  
(Red)

The said party of the first part covenants that it has the right to convey the said land to the said party of the second part; that it has done so as to encumber the same; that the said party of the second part shall have quiet and peaceful possession of the said land free from all encumbrances; and that, it, the said party of the first part, will execute such further assurance to the title of said land as may be requisite.

(P13.20. Revenue stamps attached and cancelled)

WITNESS the following signatures and seals and in testimony whereof the Glen Wilton Corporation has hereunto subscribed its name by W. W. Zimmerman its President and has caused its corporate seal to be affixed hereto and duly attested by Jed Wilson, its secretary.

(Glen Wilton Corporation, Seal)

ATTEST:

Jed Wilson  
Secretary.

Glen Wilton Corporation

By

W. W. Zimmerman  
President.

duVal Radford  
W. W. Zimmerman

(SEAL)  
(SEAL)

State of Virginia, City of Clifton Forge, to-wit:

I, R. B. Jarratt, a Notary Public in and for the City aforesaid in the State of Virginia do hereby certify that W. W. Zimmerman whose name is signed as President of the Glen Wilton Corporation and in his own right and Jed Wilson whose name is signed as Secretary of said Corporation to the foregoing and annexed writing bearing date on the 20th day of December, 1940, personally appeared before me and severally acknowledged the same in my City aforesaid. My commission expires on the 21st day of December, 1943. Given under my hand this 20th day of December, 1940.

R. B. Jarratt

Notary Public.

State of Virginia, County of Botetourt, to-wit:

I, Valydia S. Coon, a Notary Public in and for the county of Botetourt aforesaid, in the State of Virginia, do hereby certify that duVal Radford, whose name is signed to the foregoing and annexed writing bearing date on the 20th day of December, 1940, has this day appeared before me and acknowledged the same before me in my county aforesaid. My commission expires on the 8th day of August, 1944. Given under my hand this 20th day of December, 1940.

Valydia S. Coon

Notary Public.

In the office of the Clerk of the Circuit Court of Botetourt County, January 10th, 1941. This deed was this day presented in said office and with certificate thereto annexed admitted to record at 5/20, o'clock, P. M. Tests:--

*R. D. Stoner*

Clerk.

*By R. L. Thurman*

Deputy Clerk.

THE INSTRUMENT COPIED BELOW WAS MAILED ON THE

10 DAY OF Feb 1941 TO

*Mr. A. H. Harrison - Dept. Highways*  
*Richmond, Va.*

THIS DEED, Made this 10th day of October 1940, by and between Edgar D. Spickard & Australia Spickard, his wife, Mary L. Laughlin and James Laughlin, her husband, Verna J. Miller and Raymond R. Miller, her husband; Carrie Spickard, widow; Frank Spickard, Sr., single; Lois Spickard, single; Dallas Spickard, single; E. G. Spickard and Lttie Spickard, his wife; Paul R. Spickard and Elsie Spickard, his wife; Mildred Tinsley and Albert Tinsley, her husband; Lucas R. Spickard and Alice Spickard, his wife; Clifford Spickard, single; of Botetourt County, Virginia, hereinafter designated as grantor (even though more than one), and the COMMONWEALTH OF VIRGINIA, Grantee:

WITNESSETH: In consideration of the benefits accruing or to accrue to the said grantor, by reason of the location and construction or other improvement of part of Route No 460 and Project No. 104-ARL between 2.700 Mi. E. of E. C. L. Roanoke and 11.577 Mi. E. E. C. L. Roanoke State Highway System, along, through, or over the lands of the grantor, and for further consideration paid by the grantee to the grantor, receipt of which is hereby acknowledged, the said grantor hereby grants and conveys unto said grantee with general warranty of title, a strip or parcel of land over the lands of the grantor needed for the location and construction or other improvement of said road, the said strip or parcel of land being as shown on a plat and survey of the said road, along, through or over said lands, on file in the office of the Department of Highways at Richmond, Virginia, identified as Sheet No. 13 Project No. 104-ARL Route No 460, the said strip or parcel of land being in Botetourt County, Virginia, and described as follows:

BEGINNING at a point on the centerline of Route 460 between 2.700 Mi. E. of E. C. L. Roanoke and 11.577 Mi. E. C. L. Roanoke, shown on plans as Sta. 417+80, being the point of encroachment; thence to the left with a 1° curve, 400 feet to Sta. 421+80, being the point of degression.

The land conveyed hereunder being a strip or parcel of varying width lying on the north (left) side of the hereinabove described center line, being 00 ft. wide at a point 40 ft. opposite Sta. 417+80; thence widening with the property line of Norman Spickard to 40 ft. and becoming adjacent to the said centerline at Sta. 418+05, and continuing 40 ft. wide to Station 421+55; thence narrowing with the property line of Loleta E. Leonard to 00 ft. at Sta. 421+63. Also a strip or parcel of varying width lying on the south (right) side of and adjacent to the said centerline, being 00 ft. wide at Sta. 418+05; thence widening with the property line of Norman Spickard to 45 ft. at Sta. 418+40; thence narrowing to 40 ft. at Sta. 419+30; and continuing 40 ft. wide to Sta. 421+63; thence diverging from the said centerline and narrowing with the property line of J. E. Leonard to 00 ft. at a point 40 ft. opposite Sta. 421+80.

Said strips or parcels contain 0.67 acre, more or less.

PFF  
ORIGINAL  
(Red)

Lc

ORIGINAL  
(Red)

ATTACHMENT - I.c					
Grantor	Grantee	Deed Date	Record Date	Book / Page	Notes
Glen Wilton Corporation, a Virginia corporation	(b) (6)	April 30, 1934	May 9, 1934	W / 530	Grantor conveyed 1 acre of the property previously acquired. Grantor also conveyed the right to tap Grantor's water line for a period of 10 years. <b>See Attachment I.c.</b>

THIS DEED, made this 30th day of April, 1934, by and between Glen Wilton Corporation, Corporation organized, created and existing under the laws of the State of Virginia, party of the first part, and M.E. Hodges, party of the second part,

WITNESSETH: That the said party of the first part for and in consideration of the sum of One Thousand (\$1,000.00) Dollars cash in hand paid, the receipt whereof is hereby acknowledged, doth hereby grant, bargain, sell and convey unto the said party of the second part, in fee simple with general warranty of title, all that certain lot or tract of land situate in Glen Wilton, Botetourt County, Virginia, containing (1) one acre and fully described by metes and bounds in the deed from R.M. Jordan and others to Shedrick Watson and recorded in Deed Book "C", page 153 in the Clerk's Office of the Circuit Court of Botetourt County, Virginia, and described herein same as in said recited deed.

The said boundaries being taken from the deed of John L. Circle and wife to Edward Jordan dated August 31, 1883 and recorded in deed book 43, page 89. The land referred to in that deed as belonging to B. S. Cook was thereafter acquired by the Princess Furnace Company. Of this tract, a strip or portion Fifty (50) feet wide and extending the entire length of the Northwest side adjacent to the lands of D. Riddlebarger was taken from the Northwest side and conveyed by deed dated September 12th, 1907 to D. A. Riddlebarger and the portion remaining conveyed by this deed is bounded as follows:-

BEGINNING at a stake at the northwest corner of the parsonage lot, the stake being on the line between the property of the Princess Furnace Company and that formerly owned by John L. Circle and Five Hundred and Thirty-seven (537) feet from the center line of the R.R. & O Railroad; thence north 67° 30' West One Hundred Eighty-six (186) feet to a stake; said stake being fifty (50) feet from line fence of D. Riddlebarger, thence South 22° 30' West One Hundred Ninety-six (196) feet, parallel to and fifty (50) feet distant from the line fence of D. Riddlebarger to a stake; thence South 66° 30' East, One Hundred Eighty-six (186) feet to a stake at corner of parsonage lot; thence North 22° 20' West One Hundred Ninety-one and four-tenths (191 4/10) feet to stake at the Beginning and being the same tract of land which vested in the Princess Furnace Company by deed to Shedrick Watson and, to the Princess Furnace Company dated September 21, 1907, and being a part of the real estate conveyed to party of the first part by J.H. Drewry, special master Commissioner of the District Court of the United States, for the Western District of Virginia and recorded in Deed Book "T", page 15, together with all buildings and improvements thereon and all the appurtenances thereunto belonging, or in any wise appertaining.

The said party of the first part in further consideration of the foregoing premises doth hereby grant unto the said party of the second part, for domestic use of the dwelling house situate on the property hereby conveyed, the right to tap with a half inch line the water line of the party of the first part, at the most convenient point. The said right to the use of said water to continue for a period of ten years from date of this deed.

The party of the first part covenants that it has done no act to encumber the said real estate hereby conveyed; that it has good right to convey same; that the said party of the second part shall have quiet possession thereof, free from all encumbrances and that it will execute such other and further assurances of title as may be requisite.

The said Glen Wilton Corporation has caused these presents to be executed in its corporate name by its President, its corporate seal affixed thereto by its Secretary, all hereunto duly authorized. (\$1.00 Revenue stamp attached and cancelled)

Seal of Glen Wilton Corporation)

Glen Wilton Corporation  
By

Attest: Jed Wilson, Secretary

W.W. Zimmerman

President

City of Clifton Forge, To-wit:

I, Mrs. A. B. Coffman a Notary public for the City aforesaid State of Virginia, do hereby certify that W. W. Zimmerman and Jed Wilson, whose names are signed to the foregoing writing bearing date on the 30th day of April, 1934, have acknowledged the same before me in my City aforesaid.

Given under my hand this 4th day of May 1934.

My commission expires October 13, 1934.

Mrs. A. B. Coffman

N. P.

(Notary Seal)

In the office of the Clerk of the Circuit Court of Botetourt County, May, 9th, 1934., this deed was this day presented in said office and with certificate thereto annexed admitted to record at 9, o'clock, A. M.

teste:--

*Turner Mc Dowell* Clerk.  
*By R. E. Newman* Deputy Clerk.

W/530  
ORIGINAL  
(Red)



100  
State of Ohio County of Hamilton ) ss:

I, Nelson B. Cramer, a Notary Public in and for the State and County aforesaid, do certify that James A. Green whose name as President of the Circle Ore Company, Incorporated, and Wm. L. Turner, whose name as Secretary of the Circle Ore Company, Incorporated, are signed to the foregoing writing, bearing date on the eighth day of April, 1918, personally appeared before me this day, in my said County and State, and in the name and on behalf of the said Circle Ore Company, Incorporated, severally acknowledged the said writing as the act and deed of the <sup>said</sup> Circle Ore Company, Incorporated, and made oath that they are President and Secretary, respectively, of the said Circle Ore Company, Incorporated, and that the seal affixed to the said writing is the true corporate seal of the said corporation and that it has been affixed thereto by due authority.

Given under my hand and notarial seal this 8th day of April, 1918.

(Notarial Seal, Hamilton )  
(County, Ohio. )

Nelson B. Cramer Notary Public.  
My Commission expires April 19/1919

The State of Ohio, Hamilton County ) ss.

I, Fred. E. Wesselmann, Clerk of the Common Pleas Court of Hamilton County, Ohio, the same being a Court of Record in said County, do hereby certify that Nelson B. Cramer whose name is subscribed to the foregoing acknowledgments or proofs was at the time of taking the same a Notary Public residing in said County, duly commissioned and authorized by the laws of said State, to take the proof or acknowledgment of deeds and other instruments in writing and to administer oaths or affirmations in said County.

Further, that I am well acquainted with the handwriting of said Nelson B. Cramer and verily believe the signature to the foregoing instrument to be genuine.

In Witness Whereof, I have hereunto set my hand and affixed the Seal of said Court, at the City of Cincinnati, Ohio, on this 9th day of April A.D. 1918

(Common Pleas Court, Seal: )  
(Hamilton County, Ohio. )

Fred E Wesselmann  
Clerk of the Court of Common Pleas  
of Hamilton County, Ohio.

In the office of the Clerk of the Circuit Court of Botetourt County, April 18th, 1918.,

This deed, was this day presented in said office and with certificate thereto annexed admitted to record at 6, o'clock, P.M.      Teste:--

*Daniel M. Lowell* Clerk.  
By *T. L. Housman*, deputy clerk,

ORIGINAL  
(Red)

PFE  
ORIGINAL  
(Red)

**ATTACHMENT - I.d**

Grantor	Grantee	Deed Date	Record Date	Book / Page	Notes
J. H. Drewry, Special Master Commissioner of the United States District Court for the Western District of Virginia	Glen Wilton Corporation, a Virginia corporation	May 19, 1928	May 24, 1928	T / 15	Grantee obtained property through judicial sale resulting from a suit by Bank of North America and Trust Company against the prior owner, Princess Iron Corporation. <b>See Attachment I.d.</b>

PEE  
ORIGINAL  
(Red)

bounded and described as follows, to-wit:--

BEGINNING at a stone at "C" on the west side of the road, corner to the lot of 7- $\frac{1}{2}$  acres sold to J. Kessler and runneth thence with same S. 87 deg. E. 6 poles to a point on the branch at "D"; thence S. 41- $\frac{1}{2}$  deg. E. 33-6/10 poles to a stone at "F" corner to lot 40-7/8 acres reserved by Mrs. English and with the same N. 39 deg. E. 70 poles to a stone at "G" North 60 deg. E. 299 poles to a stone pile at "H" near top of Mountain on outside line; thence with same N. 20 deg. W. 66 poles to a stone pile S. 58- $\frac{1}{2}$  deg. W. 166 poles to a stone at "I", corner to lot of 3- $\frac{1}{2}$  acres sold to Wm. Slack; thence with said lot S. 30- $\frac{1}{2}$  E. 15-8/10 poles to a post at "J", S. 46- $\frac{1}{2}$  deg. W. 20-6/10 poles to a post at "K", N. 71- $\frac{1}{2}$  deg. West 26- $\frac{1}{2}$  poles to two small chestnuts at "L" on outside line; thence with same copied S. 58- $\frac{1}{2}$  deg. W. 169-4/10 poles to a rock at "4" S. 16 deg. E. 48-9/10 poles to rock at "3" and thence S. 6- $\frac{1}{2}$  deg. W. 11-3/10 to the BEGINNING; and

CONTAINING 151.55 acres, more or less, after deducting three acres, more or less, from the above description; and

BEING the same property conveyed to J.H. Wyse by W.C. Burk, unmarried, and W.H. Bailey and wife, by deed recorded in the Clerk's Office of Botetourt County, Virginia, in Deed Book "O", Page 337.

The said parties of the first part covenant that they are seized in fee simple of the above described land; that they have the right to convey said land to the grantee; that the grantee shall have quiet and peaceable possession of same, free from all encumbrances whatsoever, except as above set forth; and that, they, the said parties of the first part, will execute such other and further assurances of title as may be necessary and requisite;

WITNESS the following signatures and seals;

J. H. Wyse (Seal)  
Nellie Wyse (Seal)

State of Virginia: County of Giles: To-wit:--

I, M. P. Farrier, a Commissioner in Chancery of the Circuit Court for the County aforesaid, in the State of Virginia, do certify that J. H. Wyse and Nellie Wyse, his wife, whose names are signed to the foregoing deed, bearing date of the 8th day of May, 1928, have each this day personally appeared before me and acknowledged the same in my County aforesaid.

Given under my hand this 11th day of May 1928.

M. P. Farrier Commissioner in  
Chancery of the Circuit Court of  
Giles County, Va.

In the office of the Clerk of the Circuit Court of Botetourt County, May 22nd, 1928., This deed was this day presented in said office and with certificate thereto annexed admitted to record at 12, o'clock, M. teste:--

*Turner McDowell* Clerk.  
*By R. E. Hausman, deputy clerk.*

THIS DEED made this 19th day of May, 1928, by and between J. H. Drewry, Special Master Commissioner of the District Court of the United States for the Western District of Virginia in the chancery cause therein pending under the short style of Bank of North America and Trust Company, vs Princess Iron Corporation et als, party of the first part and Glen Wilton Corporation, a corporation chartered and existing under the Laws of Virginia, party of the second part,

WITNESSETH: Whereas by an order of the said court, entered on the 11th day of February 1928, the undersigned Special Master Commissioner on the 7th day of April 1928, after advertising as directed in the said order of February 11, 1928, exposed for sale the following described property then belonging to the Princess Iron Corporation, which sale was made as directed on the premises at Glen Wilton in Botetourt County, Va., by way of public auction to the highest bidder, and

WHEREAS, at said sale, W.W. Zimmerman of Clifton Forge, Va. was the highest bidder for said property and the same was knocked down to him at his bid therefor of \$21,850.00 and

WHEREAS, the undersigned Special Master Commissioner reported the said sale to the said court, which sale was on May 3, 1928, by the said court, approved and confirmed, and

WHEREAS, said W.W. Zimmerman has assigned his said bid to the said Glen Wilton Corporation and has requested that the deed for said property be made to the said Glen Wilton Corporation, and,

WHEREAS the full purchase price of \$21,850.00 has been paid to the undersigned

J. H. Drewry  
Special  
Master  
Commissioner  
to  
Glen Wilton  
Corporation  
Tax 26.28  
Fee 9.00  
Comm. 1.00  
\$36.28  
Examd.  
and  
mailed to  
Grantee  
and C. J. Jorgensen

ORIGINAL  
(Red)

NOW THEREFORE, for and in consideration of the premises and of the sum of \$21,850.00, the receipt of which is hereby acknowledged, the said party of the first part doth hereby grant, bargain, sell and convey, with special warranty of title, unto the said party of the second part, the following described real and personal property, situate, lying and being in Botetourt County, Virginia, and being all of the properties and the entire assets, real and personal of Princess Iron Corporation, sold as aforesaid, including the furnace, plants, real estate and improvements thereon, and all the right, title, interest, assets, property, franchises and privileges in and to all roadways, railroads, rights-of-way, and in all equipment, machinery, instruments, tools, and implements of said Princess Iron Corporation (hereinafter generally called the company) its bills and accounts receivable, raw materials, supplies and finished products, together with the good will and franchise thereof.

Including, but not in limitation of the above the following real and personal property, to-wit:

(a) A tract of land in Botetourt County on the South side of the James River adjoining the lands of John L. Circle, Sr., heirs; the lands of Hileman Company and the home tract of the late C.M. Reynolds and is a part of the tract deeded to the said C.M. Reynolds by virtue of the Last Will and Testament of Archilius Reynolds by his executor, Davis M. Wood, and contains 375 acres, more or less.

BEGINNING at a stake on the bank of James River 8 feet below a small birch at a corner of the lands of the heirs of John L. Circle, Sr., deceased, and running thence with the lines of the same, North seventy-one degrees West (N. 71 degrees W) one hundred fourteen (114) perches passing a large white oak line tree West of a pond to a black and white oak and white oak sapling and pine; thence North sixty-two degrees West (N. 62 degrees W) one hundred seventy-eight (178) perches crossing a branch at one hundred seventy-five (175) perches to a white and Spanish oak on a hillside; thence North fifty degrees West (N. 50 degrees W) three hundred eighty-six (386) perches to a stake on a line of the tract of eleven hundred (1100) acres (which tract was conveyed to John Pitzer by James Beale the 7th of June 1920); thence with a line of the same North twenty-five and one-half degrees East (N. 25 1/2 degrees E.) eighty-seven (87) perches to a stake corner to lands belonging to Hileman and Cook & Company, thence with the line of same South fifty degrees East (S. 50 degrees E.) four hundred (400) perches passing a large double and single black oak at three hundred twenty (320) poles to 2 white oaks near a spring; thence South fifty-seven degrees East (S. 57 degrees E.) fifty (50) perches to a poplar red oak and white oak near a branch; thence North eighty-two degrees East (N. 82 degrees E.) seventy-eight (78) perches passing a marked hickory at twenty-three (23) poles and down across the branch to a small pine, corner to said Reynolds' Home tract and with the lines of the same South fifty-three degrees East (S. 53 degrees E.) sixty-four (64) perches crossing a branch at fourteen (14) perches to a black oak and chestnut oak on the brow of the top of the hill; thence South eighty-two and one-half degrees East (S. 82 1/2 degrees E.) fifty-nine (59) perches, with a ditch to the Mill Race and thence down the pond or Mill Race to a point opposite to the old waste water or Weir dam and thence down the bed of the waste water to the river and down the meanders of the river to the beginning.

Being the same property which was conveyed by C.M. Reynolds and wife to Davis S. Cook, by their deed dated February 23rd 1880, recorded in Botetourt County, in Deed Book Vol. 40, page 72, and which, after divers conveyances, became vested in the Princess Furnace Company by deed of the Princess Iron Company, Inc., dated May 17th, 1906, recorded in the Recorder's office of Botetourt County, in Deed Book Vol. B, page 380, and the description thereof being taken from the deed of the said Cook.

(b) The right to take and use limestone in connection with the Mt. Airy tract, from the tract of twenty-three (23) acres of land belonging to the estate of C.M. Reynolds across the James River from Mt. Airy tract, and fully described in the deed of said right from C.M. Reynolds to D. S. Cook, dated February 23rd, 1880, and recorded in the Clerk's office in Botetourt County, in Deed Book Vol. 40, page 144, to which reference is here made.

(c) The right to take water from the fish pond on the land of C.M. Reynolds, as granted and conveyed to D. S. Cook by C. M. Reynolds, by his deed dated September 17th 1883, and recorded in Deed Book Vol. 42, page 398.

Excepting from the said tract of land known as the Mt. Airy tract conveyances made to other parties by D. S. Cook prior to October 6th, 1900, to-wit:

First.-- The lot of land conveyed by D. S. Cook and wife to the Richmond and Alleghany Railroad Company for the depot grounds at Glen Wilton, set forth and described in the deed to said Company, recorded in Deed Book No. 41, page, 439.

Second.-- The lot conveyed to Thomas Halligan by deed recorded in Deed Book No. 47, page 161.

Third.-- The lot conveyed to Fred W. Layne by deed recorded in Deed Book No. 52, page 526.

Fourth.-- The lot conveyed to W. H. Okey by deed recorded in Deed Book No. 57, page 136.

ORIGINAL  
(Red)

Subject to the rights of the Buchanan & Clifton Forge Railway Company, if any, as granted in a certain deed from C.M. Reynolds, et ux., to it, dated August 10th, 1877, and recorded in Deed Book 39,, page 53.

Subject also to the interest of the Virginia Western Power Company in certain land condemned for the purpose of constructing, maintaining and operating an electrical transmission line, as set forth in the Commissioner's Report in the condemnation proceedings, dated October 12th, 1915, and recorded in Botetourt County, in Deed Book Vol. J, page 377.

Together with all the improvements upon the said Mt Airy tract, including the Princess Furnace, the Princess Railroad and cars and equipment, and all the buildings and other structures located on the said property.

Being the same property which vested in the Princess Furnace Company by deed of the Princess Iron Company, Inc., dated May 17th, 1906, and recorded in Botetourt County in Deed Book Vol. B, page 380, and deed dated September 26th, 1906, recorded in Deed Book Vol. B, page 467.

(d) All those two several strips or parcels of land, at or near Glen Wilton, in Botetourt County, Virginia, bounded and described as follows:

BEGINNING at a stake on the line of C. & O. right of way fifty (50) feet from the center line of the C. & O. Main line, and opposite to a point on the said Main Line seven hundred twenty-four and 7/10 (724.7) feet South of Mile Post two hundred twenty-four (224) measured on the center line of the railroad; thence South twenty-eight degrees west (S. 24 degrees W.) one hundred ninety-two and 5/10 (192.5) feet to a stake in the field between the pike pond and the railroad; thence South twenty-five degrees fifty-eight minutes West (S. 25 degrees 58' W. ) one hundred ninety-two and 5/10 (192.5) feet to a stake in the field; thence South twenty-one degrees ten minutes West (S. 21 degrees 10' W.) eight hundred twenty-one and 6/10 (821.6) feet to a stake in the line fence separating the properties of the Princess Furnace Company and Corbin M. Reynolds; thence with the same North eighty-six degrees West (N. 86 degrees W.) one hundred four (104) feet to line of the C. & O. right of way; thence with the same in a Northeasterly direction to the beginning as fully set forth on Blue Print No. 1 (and attached to a certain deed from Georgiana Reynolds, et al., to Princess Furnace Company, hereinafter referred to).

And the other strip or parcel of land, being the land for the spur track, is described as follows:

BEGINNING at a locust stake in the line fence dividing the properties of the Princess Furnace Company and C.M. Reynolds, North eighteen degrees twenty-five minutes East (N. 18 degrees 25' E.) two hundred sixteen and 6/10 (216.6) feet along the brow of the hill above the C. & O. Railroad and just below the cleared land of C. M. Reynolds, to a locust limb; thence North forty-three degrees forty-five minutes East (N. 43 degrees 45' E.) quartering diagonally down the hillside seven hundred three and 6/10 (703.6) feet to a stake on the line of the C & O. right of way fifty (50) feet from the center of their present Main Line; thence with the said C. & O. right of way in a Southwesterly direction eight hundred forty-eight (848) feet to a stake at the corner where the properties of the Princess Furnace Company and C.M. Reynolds adjoin on the said right of way; thence with the original property line between the properties of the Princess Furnace Company and that of C. M. Reynolds North seventy-four degrees five minutes West (N. 74 degrees 5' W.) one hundred eighty-one and 8/10 (181.8) feet to the beginning, as fully set forth and described on Blue Print No. 2 (and attached to a certain deed from Georgiana Reynolds to the Princess Furnace Company hereinafter referred to)

Being the same land which vested in the Princess Furnace Company by deed of Georgiana Reynolds, widow, et al., to the Princess Furnace Company, dated June 10th, 1907, and recorded in Botetourt County, in Deed Book Vol. C, page 160, which by reference thereto is made part hereof, together with all the rights and privileges therein granted, with the same effect as though fully set forth herein.

(e) All that certain lot or tract of land situate at Glen Wilton, in Botetourt County, Virginia, containing one (1) acre and fully described by meets and bounds in the

and described herein same as in said recited deed.

The said boundaries being taken from the deed of John L. Circle and wife to Edward Jordan, dated August 31st, 1883, and recorded in Deed Book 43, page 89. The land referred to in that deed as belonging to D. S. Cook was thereafter acquired by Princess Furnace Company. Of this tract a strip or portion fifty (50) feet wide and extending the entire length of the Northwest side, adjacent to the lands of D. Riddlebarger, was taken from the Northwest side and conveyed by deed dated September 12th, 1907, to D. A. Riddlebarger and the portion remaining conveyed by this deed is bounded and described as follows:

BEGINNING at a stake at the Northwest corner of the Parsonage lot, said stake being on the line between the property of the Princess Furnace Company and that formerly owned by John L. Circle and five hundred thirty-seven (537) feet from the center line of the C. & O. Railroad; thence North sixty-seven degrees thirty minutes West (N. 67 degrees 30' W.) one hundred eighty-six (186) feet to a stake; said stake being fifty (50) feet from line fence of D. Riddlebarger; thence South twenty-two degrees thirty minutes West (S. 22 degrees 30' W.) one hundred ninety-six (196) feet parallel to and fifty (50) feet distant from the line fence of D. Riddlebarger to a stake; thence South sixty-six degrees thirty minutes East (S. 66 degrees 30' E.) one hundred eighty-six (186) feet to a stake at corner of Parsonage lot; thence North twenty-two degrees thirty minutes West (N. 22 degrees 30' W.) one hundred ninety-one and 4/10 (191.4) feet to a stake at beginning.

Being the same tract of land which vested in the Princess Furnace Company by deed of Shadrick Watson, et ux., to the Princess Furnace Company, dated September 21st, 1907, and recorded in Botetourt County, in Deed Book Vol. C. page 296, which, by reference thereto, is made part hereof.

(f) All that certain tract of land known as the Stone Quarry property, lying on the West side of Cowpasture River in Botetourt County, extending down the said river to the junction with Jackson River and on beyond the junction on the left side of James River, as shown on a plat filed with the Report of Commissioners S. K. Lemon and others filed in certain proceedings in chancery, in Botetourt County, in which C. M. Lunsford was Special Commissioner, and being described as follows:

All that certain tract or parcel of land described as containing forty (40) acres, more or less, which was conveyed by Mary B. Jordan to the said J.H. Dew and John Dew by deed dated March, 3, 1904, recorded in the Clerk's Office of Botetourt County, in Deed Book "A" at page 147, lying in Botetourt County, Virginia, in the fork of the Cowpasture River and James River, and bounded as follows:

Beginning at the fork on the East side of James River and on the South side of Cowpasture River; thence down the James River South twenty-seven degrees West (S. 27 degrees W.) eighteen (18) poles to a stake; South six and one half degrees West (S. 6 1/2 degrees W.) forty-six (46) poles to a stake; thence leaving the River East sixteen (16) poles to where two pines are called for; thence South sixty-five degrees East (S. 65 degrees E.) thirteen (13) poles to a pine and white oak; thence North sixty-five degrees East (N. 65 degrees E.) forty-five (45) poles to three pines (but only one marked); thence North twenty-one and one-half (21 1/2) poles to a white oak and pine; (thence North 19 1/2 degrees East 58 poles to a white oak); North forty-five degrees East (N. 45 degrees E.) eighteen (18) poles to a red oak; North thirty-five degrees West (N. 35 degrees W.) nine and one-half (9 1/2) poles to an elm on the bank of the Cowpasture River; thence down said river to the beginning at the fork.

Being the same property as contained in a certain deed from C. M. Lunsford, Special Commissioner, and A.W. Persinger, to the Princess Furnace Company, dated September 2th, 1916.

(g) A certain lease made from the Chesapeake and Ohio Railroad Company to the Princess Furnace Company, dated April 1st, 1915, recorded in said Recorder's office of Botetourt County in Deed Book Vol. I, page 441, which lease or articles of agreement is hereby transferred, set over and assigned by the party of the first part to the party of the second part; also all rights in a certain lease from the Princess Furnace Company to the Clifton Forge National Bank, dated May 8th, 1914, and recorded in said Recorder's office in Deed Book Vol. I, page 18.

(h) All the undivided interest in the Glade Creek property hereinafter referred to, as conveyed to the Princess Furnace Company by deed of the Bank of Fincastle dated November 21st, 1907, recorded in Deed Book C, and, by reference thereto, made part hereof.

PTT  
ORIGINAL  
(Red)

Excepting and reserving from the lands above described all that certain lot, tract or piece of land known as the "School Lot" and lying in the County of Botetourt at Glen Wilton, and bounded as follows, to-wit:

BEGINNING at an Iron stake (1) in the southwest side of a road leading from the barn and other buildings of the Princess Iron Corporation toward the mines of the said corporation, and running thence, leaving said road, south thirty-four degrees (34 degrees) west three hundred and fifty feet (350') to a stake (2) in the field south fifty-six degrees (56 degrees) east two hundred feet (200') to a stake (3) in said field, north thirty-four degrees (34 degrees) east three hundred and fifty-one feet (351') to a stake (4) on the southwest side of said road and thence with the margin of the same north fifty-seven degrees (57 degrees) west two hundred and one feet (201) to the beginning at (1); Containing one and six-tenths (1.6) acres, more or less.

Which said tract or piece of land by deed dated August 18, 1920 and entered of record September 30, 1920, in Deed Book "N" at page 229 etc. of the records of Botetourt County Circuit Court Clerk's office was granted and conveyed by said Princess Iron Corporation to J. W. McFerran, et al., Trustees of the Fincaastle School District of Botetourt County, Virginia.

2. All of the following described tracts of land situate in Botetourt County, Virginia, formerly owned by the Callie Mining Company, a Virginia, corporation, comprising the following:

(a) All that certain tract of land situate at or near Glen Wilton, Botetourt County, Va., containing five hundred eighty-one (581) acres, more or less.

BEGINNING at a stake on a line of the land of the late C.M. Reynolds at a gum, white oak, dogwood and hickory, marked as pointers a new division line and running North 28½ degrees East 366 perches to 3 small Black Oaks, one pole below a pine tree on top of a ridge, marked as a line tree; thence North 80 degrees West 366 perches to the outside line of a tract of 3188 acres, conveyed by Jessie Buffington to James M.H. Beale and near 2 black oaks and a hickory; thence with the lines of said tract South 22½ degrees West 184 perches to a pine on the top of the mountain near the White Rock Gap; thence South 50 degrees East 335 perches to the beginning.

Also all the buildings furnaces, structures, railways, roadways, and all other improvements situate upon the said land, all rights of way from the said land to the Chesapeake and Ohio Railway, together with all other rights appurtenant to the said tract of land.

Being that tract of land known as the Callie Furnace tract, adjoining the land of the Princess Furnace Company and the lands of the late C.M. Reynolds and being the same tract of land that was conveyed to James A. Green, et al., by Orville T. Warring and wife, and by the heirs at law of the late J. B. Hileman, by deeds duly recorded in the Clerk's office of Botetourt County, Va., in Deed Book "C" pages 33, 34 and 35.

(b) All that certain tract or parcel of land, estimated to contain two hundred forty-five (245) acres more or less, situate on Glade Creek in Botetourt County, Va., and bounded and described as follows:

Beginning at a chestnut oak and dogwood sapling, on the East bank of a branch corner to the Grubb tract, and with the same North ten degrees West (N. 10 degrees W.) forty-two (42) perches to the Crozier Casting corner; thence North thirty-two and one-fourth degrees West (N. 32¼ degrees W.) sixty (60) perches to a stake; thence North thirty-two degrees West (N. 32 degrees W.) forty-five (45) perches to a stake on line of Cloverdale Furnace tract; thence South sixty degrees West (S. 60 degrees W.) one hundred twenty (120) perches to a small pine on top of a ridge where 8 pines are called for; thence North one and one-fourth degrees East (N. 1¼ degrees E.) thirty-one (31) perches to 3 pines; thence South seventy-five degrees West (S. 75 degrees W.) sixty-four (64) perches to a stake by a path ten (10) feet West of a blazed chestnut oak on said line corner to the Crozier Iron Company's property; thence South five degrees West (S. 5 degrees W.) fifty-four (54) perches to 3 chestnut oaks on side of Mountain; thence South forty-six degrees West (S. 46 degrees W.) one hundred thirty-nine (139) perches to 2 chestnut oaks on East side of ridge two poles Southeast of a point of rocks crossing a branch one hundred thirty-one (131) poles South twenty-two degrees East (S. 22 degrees E.) eighty-four and one-half (84½) perches to three (3) pines on or near the line of land of Fluke's heirs; thence with same North sixty-two degrees East (N. 62 degrees E.) three hundred (300) perches to the point of beginning, containing two hundred forty-five (245) acres, more or less, and which is the same tract of land that was conveyed to James S. Simmons and M. M. Rodgers by Joel B. Lemon and wife and A.C. Lemon by deed dated June 26th, 1890, and recorded in Deed Book 46, page 515, and which was afterward conveyed to James A. Green, et al., by Benjamin Hayden, Commissioner, by a deed dated April 10th, 1912, and recorded in Deed Book "C" page 200, to which deeds reference is here made for a full description of the said land.

ORIGINAL  
(Red)



Also that certain right of way which was granted to Joel B. Lemon and A. C. Lemon by Wm. A. Starkey and wife in their deed of conveyance of the said land and which right of way was conveyed to the said James A. Green, et al., hereinbefore referred to.

Subject to the interest of the Virginia Western Power Company in certain land condemned for the purpose of constructing, maintaining and operating an electrical transmission line, as set forth in the Commissioner's Report in the condemnation proceedings, dated October 12th, 1915, and recorded in Botetourt County, in Deed Book Vol. J, page 381.

Being the same tract of land conveyed to the Callie Mining Company by deed of James A. Green, et al., dated September 28th, 1914, and recorded in the Recorder's office in said county in Deed Book Vol. I, page 179.

3. All the property formerly of the Circle Ore Company in Botetourt County, Virginia, and bounded and described as follows:

- (a) The property known as the Circle Ore Property, containing two hundred seven (207) acres:

BEGINNING at an iron stake and stone pile at O where a red oak and gum stood at the East edge of a small field, not enclosed, corner to No. 8 in the division of the land of Lewis Circle, and on a line of the land of the Princess Iron Company and runneth thence with the latter, present bearing, North forty-six degrees West (N 46 degrees W.) two hundred thirty-four (234) poles, passing the ore bank at 72 to 100 poles, passing just left of a pine (dead) with old line marks, and passing a stone pile by a pine now blazed, at one hundred forty-two (142) poles, and crossing over another rocky crest of the mountain to a stone pile at T about one hundred (100) yards South of the branch running out of "White Rock Gap" and about two hundred (200) poles below said gap; thence leaving the land of said Company, South thirty degrees West (S. 30 degrees W.) one hundred eight (108) poles; passing up and over said rocky crest, running diagonally down the side of the mountain to a stone pile at S. on the East side of the mountain, corner to the land of D. M. Wood's heirs, and with the same South twelve and one-half degrees East (S. 12½ degrees E.) seventy-eight (78) poles to a stone at R, on a bench of the mountain, South fifty-six and one-half degrees East (S. 56½ degrees E.) thirty-two (32) poles, crossing a rocky branch at ten (10) poles to a large stone set up and stone pile at Q, on the end of a rocky spur, South thirty-six and one-half (S. 36½ degrees E.) degrees east forty-eight (48) poles down said spur to a stone, at P, by some fallen pines, at a point recognized by the parties, at or near the location of the original corner and just South of a point where some ore has been taken out, thence South seventy-six and one-half degrees East (S. 76½ degrees E.) one hundred twenty-eight (128) poles (instead of 138 poles) crossing a leading ridge, and crossing several dry hollows and small ridges to a stone at J, corner to the land of L.R. Deisher, formerly No. 7 in the division of the land of said Lewis Circle, and thence with the same at No. 8, now the property of J. E. Circle, North fifteen degrees East (N. 15 degrees E.) ninety-six (96) poles passing corner of Nos. 7 and 8 at twenty-eight (28) poles running somewhat diagonally along the top of a broad flat ridge, and down a steep hill, and crossing a small branch near the corner, to the beginning at O.

- (b) A certain tract of land containing twenty-one and one-half (21½) acres, beginning at a point, at 1, in the County road, on a line of the land of D. M. Wood's Heirs, which is a line of said No. 6, and runneth thence with the same "South fifty-four degrees East (S. 54 degrees E.)" six (6) poles to a point at 2, midway between two large white oaks, "South sixty-seven degrees East (S. 67 degrees E.)" one hundred (100) poles, crossing over and down a steep ridge to a post, at 3, on the margin of the condemned land of the James River Division of the C. & O. Railroad, and with the same North twenty-two degrees East (N. 22 degrees E.) fifty-four and one-fourth (54¼) poles to a stake at 4, thence leaving the railroad South forty-four and three-fourths West (S. 44¾ degrees W.) twenty-seven and one-fourth (27¼) poles, passing a locust line tree at four (4) feet and following the ravine to a sycamore, at 5, in said ravine, and leaving the same North thirty-eight degrees West (N. 38 degrees W.) twelve (12) poles up a steep bluff to a chestnut oak and two sassafras saplings at 6 on top of said bluff, thence crossing an old field, North fifty-three and one-half degrees West (N. 53½ degrees W.) forty-six and 8/10 (46.8) poles to a red oak, at 7, on the North side of an old road, South sixty-one and one-half degrees West (S. 61½ degrees W.) four (4) poles to a gum, at 8, one (1) pole North of said road, North eighty-three degrees West (N. 83 degrees W.) twenty and 4/10 (20.4) poles, running nearly parallel to said road to a stake, at 9, in the County road and seven (7) feet West of the point, "A" where the new proposed road leaves the present road, thence with the County road South thirty-three degrees West (S. 33 degrees W.) six and 4/10 (6.4) poles to a point at 10, and South fifty-two and one-half degrees West (S. 52½ degrees W.) twenty-eight (28) poles to the beginning at 1.

Being the same property conveyed by the Longdale Iron Corporation to James A. Green et al., dated December 2nd, 1912, recorded in Deed Book Vol. H. page 23, which, by reference thereto, is made part hereof.

Being the same property which was conveyed to the Circle Ore Company by deed of W.W.Hearne, et al., dated September 28th, 1914, recorded in Deed Book Vol. I, page 171, together with and subject to, all the rights and privileges therein contained which by reference thereto are made part hereof as fully as though the same were set forth herein.

PRE  
ORIGINAL  
(Red)

Subject to the interest of the Virginia Western Power Company in certain land condemned for the purpose of constructing, maintaining and operating an electrical transmission line, as set forth in the Commissioner's Report in the condemnation proceedings, dated October 12th, 1915, and recorded in Botetourt County, in Deed Book Vol. J. page 383.

The said properties hereinbefore mentioned (with the single exception of the "School Lot" above described and excepted) being the same which were conveyed to the Company by Princess Furnace Company, Callie Mining Company and Circle Ore Company by their certain deed dated April 8, 1918 and entered of record in Deed Book L at pages 93 to 106, inclusive, of the records of Botetourt County, Virginia, Circuit Court Clerk's Office.

Also all real estate and interests therein of every kind and character, now owned by the Company and not hereinbefore expressly mentioned or described.

Also all furnaces, buildings, structures, railroads and improvements erected or located on any of said real estate.

Also all and singular the tenements, hereditaments and appurtenances belonging to said properties, or any thereof, or in anywise appertaining thereto, and the reversions, remainders, income, rents, issues and profits thereof, and all the estate, right, title interest, property, possession, claim and demand whatsoever, as well at law as in equity of, in and to the same, and any and every part thereof.

All as set out in a deed of trust or mortgage made by Princess Iron Corporation to Guarantee Trust and Safe Deposit Company Trustee, dated November 1, 1921, and duly recorded in the Clerk's Office of the Circuit Court of Botetourt County, Va., in Trust Deed Book G, page 441, to which reference is made. ✓

Witness the following signature and seal.

J. H. Drewry (Seal)  
Special Master Commissioner.

Virginia, City of Clifton Forge, to-wit:

I, G. R. McPherson, a Notary Public in and for the city and state aforesaid do hereby certify that J. H. Drewry, Special Master Commissioner, whose name as such is signed to the above writing, dated the 19th day of May, 1928, has acknowledged the same before me in my said City.

Given under my hand this 19 day of May 1928.

G. R. McPherson Notary Public.  
My commission will expire 29th day of August, 1931.

In the Office of the Clerk of the Circuit Court of Botetourt County, May, 24th, 1928. This deed, was this day presented in said office and with certificate thereto annexed, admitted to record at 5, o'clock, P. M. Teste:--

*Turner M. Dorrell* Clerk.  
By *R. L. Shuman* deputy clerk.

This deed made on the 23d. day of April 1928, by and between J.W. Ikenberry and wife V. Ikenberry, his wife, parties of the first part and C.S. Ikenberry, party of the second part all of the county of Botetourt, State of Virginia,

WITNESSETH: that in consideration of the sum of Two Hundred Seventy Five dollars (\$275.00) in hand paid by the said C. S. Ikenberry, receipt whereof is hereby acknowledged, the said J. W. Ikenberry and wife doth bargain, sell and convey with general warranty by this deed to the said C. S. Ikenberry for him to hold and own hereafter clear of all claims, and his heirs and assigns forever, all that certain tract of land, lying and being in the county of Botetourt, State of Virginia, on the waters of Tinker Creek, near the village of Daleville and containing by recent survey 2 5/16 acres, more or less and bounded as follows:

*J. W. Ikenberry*  
*C. S. Ikenberry*  
Tax 36  
fee 1.50  
Comm. 1.00  
\$ 2.86  
paid  
Grand  
mailed to  
grantee.

PFE  
ORIGINAL  
(Red)

ORIGINAL  
(Red) PFE

ATTACHMENT - I.e					
Grantor	Grantee	Deed Date	Record Date	Book / Page	Notes
Princess Iron Corporation, a Virginia corporation	J. E. McFerran, A. B. Wood and C. L. Peck, Trustees of the Fincastle School District of Botetourt County, Virginia	August 18, 1920	September 30, 1920	N / 229	Grantor conveyed a small portion of the property to the School District. <b>See Attachment I.e.</b> Total conveyance: 1.6 acres

ORIGINAL  
(Red)

PFE

624

State of Virginia County of Fluvanna, to-wit:

I, William H. Ranson, a notary public to the county aforesaid, in the State of Virginia do hereby certify that W.F. Carter and Pearl R. Carter whose names are signed to the foregoing

writing bearing date on the 3rd day of March 1920, have this day personally appeared before me in my county aforesaid, and acknowledged the same,

Given under my hand this 15th day of June 1920.

(Signed) Wm H. Ranson N. P.  
My commission expires March 27th, 1923

State of Ohio Hamilton County )ss

I, Wm. Thorndyke, a notary Public for the county aforesaid in the State of Ohio do hereby certify that Lela P. Klein and Frank Klein, her husband, whose names are signed to the foregoing writing bearing date on the 3d day of March 1920 have this day personally appeared before me in my county aforesaid, and acknowledged the same

Given under my hand this 19th day of June, 1920.

Wm. Thorndyke Notary Public  
Hamilton County Ohio.

My commission expires Febry 25, 1923

(Notary Seal).

In the office of the Clerk of the Circuit Court of Botetourt County, September 28th, 1920, This deed was this day presented in said office and with certificate thereto annexed admitted to record at 2, o'clock, P.M. Teste:----

*Turner McDowell* Clerk.  
By *P. L. Housman*, deputy clerk.

This Deed, made and entered into this 18th day of August 1920, by and between the Princess Iron Corporation, a Corporation created and existing under and by virtue of the laws of the Commonwealth of Virginia, and the Commercial Trust Company of Philadelphia, a Corporation created and existing under and by virtue of the laws of the State of Pennsylvania, Trustee, parties of the first part, and J. W. McFerran, A. B. Wood and C. L. Peck, they being and constituting the Trustees of the Fincastle School District of Botetourt County, Virginia, parties of the second part,

Witnesseth, That, Whereas, the said Princess Iron Corporation has in the manner prescribed by law, bargained and sold to the said parties of the second part, they being and constituting the Trustees of the Fincastle School District of Botetourt County, as aforesaid, their successors and assigns, a certain lot or parcel of land <sup>lying</sup> in the village of Glen Wilton, Va., herein after described, and valued at \$200.00, and

Whereas, the said Princess Iron Corporation has, in the manner prescribed by law, authorized its President and Secretary to make and execute a deed with General Warranty for said lot or parcel of land conveying the same to the said School Trustees, and Whereas, the said Princess Iron Corporation did on the 1st day of February 1918 execute a Mortgage or Deed of Trust to the Commercial Trust Company of Philadelphia, which said Mortgage or Deed of Trust is recorded in the records of Botetourt County in Trust Deed Book "F" page 1, conveying to said Trust Company, certain real estate, and which includes the property herein described, and

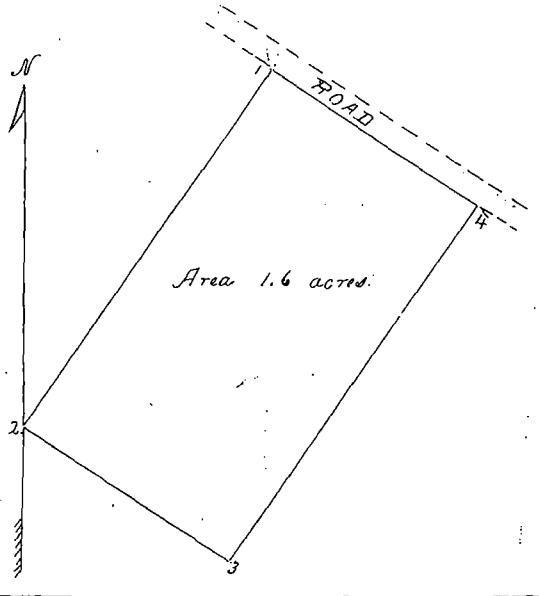
Whereas, it is provided in said Mortgage or Deed of Trust, aforesaid, that the said Princess Iron Corporation, can under certain conditions and provisions sell and convey parts of the said property so conveyed in the said Mortgage or Deed of Trust, and that the said Commercial Trust Company of Philadelphia can release any of said property from the operation

have been strictly complied with, and

Whereas, the said Commercial Trust Company of Philadelphia has, in the manner prescribed by law, authorized its President and Secretary to unite in this deed for the purpose of releasing the property hereinafter conveyed, from the operation of the lien of the Mortgage or Deed of Trust, aforesaid;

Now, Therefore, for and in consideration of the sum of one dollar, cash in hand paid the receipt of which is hereby acknowledged, and other valuable considerations, the said Princess Iron Corporation, by its President and Secretary, duly authorized as aforesaid, does hereby grant and convey, with General Warranty of title, unto the said J.W. McFerran, A. B. Wood and C. L. Peck, Trustees of the Fincastle School District of Botetourt County, as aforesaid, their successors in office and assigns,

all of that certain tract or parcel of land lying in the County of Botetourt at Glen Wilton Virginia, containing 1.6 acres more or less, and bounded and described in the plat and survey, made by C. W. Switzer, County Surveyor of Botetourt County, June 25th 1920, and which is hereto attached as a part of this deed, and is to be recorded along therewith, and which <sup>with</sup> plat, reads as follows;



Surveyed for the Fincastle District School Board 1.6 acres of land, the same being part of the land owned by the Princess Furnace Company.

The land lying in the County of Botetourt, at Glen Wilton and is bounded as follows, to wit:

Beginning at an iron stake (1) on the S.W. side of a road, leading from the barn and other buildings toward the mines, and runneth thence, leaving said road, S 34 W 350 feet to a stake (2), in the field, S 56 E 200 feet, to a stake (3), in said field, N 34 E 351 feet to a stake (4), on the S.W. Side of said road and thence with the margin of the same, N 57 W 201 feet to the beginning at 1.

June 25th 1920

C. W. Switzer,  
Sur. Botetourt County.

And the said Commercial Trust Company of Philadelphia, by its President and Secretary, duly authorized as aforesaid, unite in this

deed for the purpose and does hereby release, grant, assign and confirm unto the said School Trustees all of the property hereinbefore described free from the lien of the Mortgage or Deed of Trust dated February 1st 1918 and recorded in the Clerk's Office of Botetourt County, in Trust Deed Book "F" page 1, as aforesaid, and free from all equities and rights the said Commercial trust Company of Philadelphia may have in said property herein as above described.

In Witness whereof the Princess Iron Corporation has, in the manner prescribed by law, hereunto caused its corporate seal to be affixed, attested by its Secretary and these presents to be signed by its President, and the Commercial Trust Company of Philadelphia has, in the manner prescribed by law, hereunto caused its corporate seal to be affixed, attested by its Secretary and these presence to be signed by its President.

(Commercial Trust Company Seal:-)

Attest

S. A. Crozer, Secretary.

Commercial Trust Company

By C. P. Lineaweaver

President

ORIGINAL  
(Red)

State of Pennsylvania, City of Philadelphia  
City of Philadelphia, to-wit;

I, Henry Gross a Notary Public in and for the City of Richmond aforesaid in the State of Virginia do certify that Horace F. Hansell, whose name as President and George D. Lewis, whose name as Secretary of the Princess Iron Corporation are signed to the foregoing writing, bearing date on the 18th day of August 1920 personally appeared before me this day in my said City and State, and in the name and on behalf of the said Princess Iron Corporation severally acknowledged the said writing as the act and deed of the said Princess Iron Corporation and made oath that they are President and Secretary, respectively, of the said Princess Iron Corporation and that the seal affixed to the said writing is the true Corporate seal of the said Corporation and that it has been affixed thereto by due authority.

My commission expires on the 18 day of January 1921.

Given under my hand and Notarial seal this 24th day of September 1920.

(Notary Seal)

Henry Gross

Notary Public.

State of Pennsylvania,  
City of Philadelphia, to-wit;

I, Melissa Smith a Notary Public in and for the City of Philadelphia aforesaid in the State of Pennsylvania do certify that C.P. Lineaweaver, whose name as Vice President and S. A. Crozer, whose name as Secretary of the Commercial Trust Company of Philadelphia are signed to the foregoing writing bearing date on the 18th day of August 1920 personally appeared before me this day in my said City and State, and in the name and on behalf of the said Commercial Trust Company of Philadelphia severally acknowledged the said writing as the act and deed of the said Commercial Trust Company of Philadelphia, and made oath that they are President and Secretary respectively, of the said Commercial Trust Company of Philadelphia and that the seal affixed to the said writing is the true corporate seal of the said Corporation and that it has been affixed thereto by due authority.

My commission expires at end of next session of Senate

Given under my hand and notarial seal this 24th day of September 1920

(Notary Seal).

Melissa Smith Notary Public.

Notary Public,

My commission expires at end of next session of Senate

In the office of the Clerk of the Circuit Court of Botetourt County, September 30th, 1920.,

This deed was this day presented in said office and with certificate thereto annexed admitted to record at 12-30, o'clock, P. M. Teste:---

*Turner M. Dowling* Clerk.  
By *R. L. Harrison* deputy clerk.

This Deed made and entered into this 20th, day of March 1920. by and between A.H.H. Boyd and Virginia N. Boyd his wife and Fred S. Boyd and Elizabeth Bell Boyd his wife parties of the First part, and W.C. Burk and E.H. Bailey parties of the second part,

Witnesseth, that for and in consideration of the sum of Eighteen Thousand Five Hundred (\$18,500.00) Dollars to be paid as follows, Eighty Five Hundred (\$8,500.00) Dollars cash in hand paid, the receipt whereof is hereby acknowledged, and the balance payable in one and two years after date, as evidence by four interest bearing notes of even date herewith as follows,  
one note for \$2,000.00 payable one year after date, one note for \$3,000.00 payable one year after date, \$2,000.00 payable two years after date and \$3,000.00 payable two years after date,

each of said notes executed by the said second parties and payable to the said A.H.H. Boyd and Fred S. Boyd at the First National Bank of Roanoke Virginia and secured by a Deed of Trust on the property hereby conveyed. The said parties of the first part do hereby grant and convey, with General Warranty of title, unto the said parties of the second part all that certz in tract or parcel of land, situated in the County of Botetourt, in the State of Virginia, bounded and described as follows, to-wit:

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## ATTACHMENT - I.f

Grantor	Grantee	Deed Date	Record Date	Book / Page	Notes
Princess Furnace Company, Incorporated, Callie Mining Company, Incorporated, and Circle Ore Company, Incorporated, all Virginia corporations	Princess Iron Corporation, a Virginia corporation	April 8, 1918	April 18, 1918	L / 93	The three Grantors conveyed several parcels of land, which included 1470.5 acres plus 2 parcels of unknown size. This appears to be the first conveyance that combines all the various parcels into the present parcel size of approximately 1830 acres. <b>See Attachment I.f.</b>

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B 34  
Princess Furnace Company, Inc.  
Callie Mining Company, Inc.  
Circle Ore Company, Inc.  
to  
Princess Iron Corporation.  
to Jan 22 1929  
12.50  
refer. 1.00  
2311.00  
paid

L/95

THIS INDENTURE MADE this eighth day of April, A. D. 1918, between PRINCESS FURNACE COMPANY, INCORPORATED, CALLIE MINING COMPANY, INCORPORATED, and CIRCLE ORE COMPANY, INCORPORATED, all corporations created and existing under and by virtue of the laws of the Commonwealth of Virginia, hereinafter for convenience called "grantors," parties of the first part, and PRINCESS IRON CORPORATION, also a corporation created and existing under and by virtue of the laws of the Commonwealth of Virginia, hereinafter for convenience called "grantee," party of the second part, WITNESSETH:

WHEREAS, the grantors are corporations duly organized and existing under and by virtue of the laws of the Commonwealth of Virginia, and the said Princess Furnace Company, Inc., has a fully paid capital stock of Five Hundred Thousand (\$500,000.00) Dollars, Two Hundred Thousand (\$200,000.00) Dollars of which is Common Stock and Three Hundred Thousand (\$300,000.00) Dollars of which is preferred Stock, and the Callie Mining Company, Inc., has a fully paid capital stock of Ten Thousand (\$10,000.00) Dollars, and the Circle Ore Company, Inc., has a fully paid capital stock of Ten Thousand (\$10,000.00) Dollars; and all of said corporations are authorized, among other things:

"To acquire by grant, demise, purchase, exchange, lease or otherwise, lands, tenements and hereditaments, and any interest therein, either within or without the State of Virginia, and to sell, mortgage, convey, lease, let, sublet and dispose of the property or estate so acquired" and

"To purchase or otherwise acquire, and to sell, dispose of and deal in and with iron ore mines, coal mines, and all other mines, mining properties and mining rights of every kind and description whatsoever, together with mills or plants, machinery or works for the treatment of coal, ore and other mineral products, and all grants, options, contracts and undertakings connected therewith," and

"To develop, open, work, manage, improve and operate iron ore mines, coal mines, and all other mines, mining property and mining rights of every kind and description whatsoever, mills, plants, machinery and works, and all other estates or interests so acquired, and to join with others in such work, development, improvement and operation," and

"To purchase and sell the products of iron ore, coal and other mines, and to carry on the business of mining, milling, concentrating, converting, smelting, preparing for market, manufacturing, buying, selling, exchanging and otherwise producing and dealing with iron ore, coal, coke and all minerals, ores and metals of every kind and nature whatsoever," and

"To construct and operate saw-mills, factories and other works and to take streams, and waterways, and to store, conduct, use and sell water and water power and privileges and to erect and maintain dams, reservoirs and raceways, and to use, operate, lease, mortgage and dispose of same," and

"To acquire by purchase or lease, construct, operate, improve, maintain work, manage, carry out or control by roadways, tramways, railways, branches or sidings, bridges, reservoirs, water-courses, wharves, manufacturies, warehouses, gas works, tunnels, viaducts, electric works, shops, stores and other works and conveniences which may seem calculated to advance the corporation's interest, and to dispose of any interest therein or relating thereto," and

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"To construct, build and operate coke oven plants, and to manufacture, buy, sell and deal in coke," and

"And also may construct, purchase or acquire by lease or otherwise, and operate mills, iron furnaces, foundries, machine shops and other works for the smelting of iron ore or the manufacture of finished products of iron or steel" and Other powers and rights set forth in the three different Articles of incorporation of said grantors; and

WHEREAS, at a meeting of the stockholders of Princess Furnace Company, Incorporated, duly convened in accordance with law on the twenty-second day of February, 1918, at the office of the said company, Glen Wilton, Botetourt County, Virginia, all of the stock of ~~the~~ said company being then and there represented by its stockholders in person or by proxy, it was unanimously resolved that the Board of Directors be authorized to cause the President and Secretary of Princess Furnace Company to execute a deed of General Warranty, together with the proper officers of Callie Mining Company, Incorporated, and Circle Ore Company, Incorporated, for all the properties belonging to said three companies to Princess Iron Corporation: and

WHEREAS, at a meeting of the stockholders of Callie Mining Company, Incorporated, duly convened in accordance with law on the twenty-second day of February, 1918, at the office of the said company, Glen Wilton, Botetourt County, Virginia, all of the stock of said Callie Mining Company being then and there represented by its stockholders in person or by ~~the~~, it was unanimously resolved that the Board of Directors of Callie Mining Company, Incorporated, be authorized to cause the President and Secretary of said company to execute a deed of General Warranty, together with the proper officers of Princess Furnace Company, Incorporated, and Circle Ore Company, Incorporated, for all of the properties belonging to said three companies, to Princess Iron Corporation: and

WHEREAS, at a meeting of the stockholders of Circle Ore Company, Incorporated, duly convened at the office of the said company, Glen Wilton, Botetourt County, Virginia, in accordance with law on the twenty-second day of February, 1918, all of the stock of said Circle Ore Company, Incorporated, being then and there represented by its stockholders in person or by proxy, it was unanimously resolved that the Board of Directors of Circle Ore Company, Incorporated, be authorized to cause the President and Secretary of said company to execute a deed of General Warranty, together with the proper officers of Princess Furnace Company, Incorporated, and Callie Mining Company, Incorporated, for all of the properties belonging to said three companies, to Princess Iron Corporation: and

WHEREAS, afterward on the twenty-sixth day of February, 1918, the Board of Directors of Princess Furnace Company, Incorporated, at a duly convened meeting in accordance with law, at which all members of the Board of Directors were present, unanimously resolved as follows:--

"WHEREAS, at a meeting of the stockholders of Princess Furnace Company, Incorporated, the holders of the entire outstanding capital stock of said company have authorized this Board of Directors to cause the President and Secretary to execute a deed of General Warranty with the proper officers of Callie Mining Company, Incorporated, and Circle Ore Company, Incorporated, for all of the property belonging to said

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said three companies, to Princess Iron Corporation:

"THEREFORE, BE IT RESOLVED, that the President and Secretary of this corporation be, and they are hereby authorized and directed to execute such proper deeds of General Warranty, together with the proper officers of Callie Mining Company, Incorporated, and Circle Ore Company, Incorporated, for all of the real estate and property belonging to this company, Callie Mining Company, Incorporated, and Circle Ore Company, Incorporated;" and

WHEREAS, afterward on the twenty-sixth day of February, 1918, the Board of Directors of Callie Mining Company, Incorporated, at a duly convened meeting in accordance with law, at which all members of the Board of Directors were present, unanimously resolved as follows:

"WHEREAS, at a meeting of the stockholders of Callie Mining Company, Incorporated, the holders of the entire outstanding capital stock of said company have authorized this Board of Directors to cause the President and Secretary to execute a deed of General Warranty with the proper officers of Princess Furnace Company, Incorporated, and Circle Ore Company, Incorporated, for all of the properties belonging to said <sup>three</sup> companies, to Princess Iron Corporation:

THEREFORE, BE IT RESOLVED, that the President and Secretary of this Corporation be, and they are hereby authorized and directed to execute such proper deeds of General Warranty, together with the proper officers of Princess Furnace Company, Incorporated, and Circle Ore Company, Incorporated, for all of the real estate and property belonging to this company, Princess Furnace Company, Incorporated, Circle Ore Company, Incorporated;" and

WHEREAS, afterward on the twenty-sixth day of February, 1918, the Board of Directors of Circle Ore Company, Incorporated, at a duly convened meeting in accordance with law, at which all members of the Board of Directors were present, unanimously resolved as follows:

"WHEREAS, at a meeting of the stockholders of Circle Ore Company, Incorporated, the holders of the entire outstanding capital stock of said company have authorized this Board of Directors to cause the President and Secretary to execute a deed of General Warranty with the proper officers of Princess Furnace Company, Incorporated, and Callie Mining Company, Incorporated, for all of the property belonging to said three companies, to Princess Iron Corporation:

"THEREFORE, BE IT RESOLVED, that the President and Secretary of this corporation be, and they are hereby authorized and directed to execute such proper deeds of General Warranty, together with the proper officers of Princess Furnace Company, Incorporated, and Callie Mining Company, Incorporated, for all of the real estate and property belonging to this company, Princess Furnace Company, Incorporated, and Callie Mining Company, Incorporated;" and

WHEREAS, Princess Iron Corporation, grantee herein, is a corporation duly organized and existing under and by virtue of the laws of the Commonwealth of Virginia and is authorized, among other things:

"To acquire by grant, demise, purchase, exchange, lease, or otherwise, lands, tenements and hereditaments, and any interest therein, either within or without the State of Virginia, and to sell, mortgage, convey, lease, let, sublet, and dispose of the properties or estate so acquired.

"To purchase, or otherwise acquire, and to sell, dispose of and deal in iron ore mines, coal mines, limestone quarries, and all other mines, mining properties and quarries and mining rights of every kind and description whatsoever, together with furnaces, mills or plants, machinery or works, for the treatment of ores, coal and other mineral products, and all grants, options, contracts and undertakings connected therewith."

NOW, THEREFORE, THIS DEED WITNESSETH,

That for and in consideration of the sum of One (\$1.00) Dollar, lawful money of the United States of America, and other valuable considerations, paid to each of the said grantors herein, the receipt whereof is hereby severally acknowledged, the grantors herein do hereby severally grant, bargain, sell, alien, enfeoff, release, convey and confirm, transfer, set over and assign unto the grantee herein, its successors and assigns, the real estate and interest in real estate hereinafter described, with covenants of General Warranty by each of the said grantors as to the real estate owned and conveyed by it, viz.:-

Princess Furnace Company, Incorporated, does hereby grant and convey unto the grantee herein, its successors and assigns, the following described real estate owned by it in Botetourt County, Virginia, viz.:-

(a) A tract of land in Botetourt County on the South side of the James River adjoining the lands of John L. Circle, Sr., heirs; the lands of Hileman Company and the home tract of the late C.M. Reynolds, and is part of the tract deeded to the said C. M. Reynolds by virtue of the Last Will and Testament of Archilius Reynolds by his executor, Davis M. Wood, and contains 375 acres, more or less.

BEGINNING at a stake on the bank of James River 8 feet below a small birch at a corner of the lands of the heirs of John L. Circle, Sr., deceased, and running thence with the lines of the same North seventy-one degrees West (N. 71° W.) one hundred fourteen (114) perches passing a large white oak line tree West of a pond to a black and white oak and white oak sapling and pine; thence North sixty-two degrees West (N. 62° W.) one hundred seventy-eight (178) perches crossing a branch at one hundred seventy-five (175) perches to a white and Spanish oak on a hill side; North fifty degrees West (N. 50° W.) three hundred eighty-six (386) perches to a stake on a line of the tract of eleven hundred (1100) acres (which tract was conveyed to John Pitzer by James Beale the 7th of June, 1820); thence with a line of the same North twenty-five and one-half degrees East (N. 25-1/2° E.) eighty-seven (87) perches to a stake corner to lands belonging to Hileman and Cook & Company; thence with the line of same South fifty degrees East (S. 50° E.) four hundred (400) perches passing a large double and single black oak at three hundred twenty (320) poles to two white oaks near a spring; thence South fifty-seven degrees East (S. 57° E.) fifty (50) perches to a poplar red oak and white oak near a branch North eighty-two degrees East (N. 82°

and down across the branch to a small pine, corner to said Reynold's home tract and with the lines of the same South fifty-three degrees East (S. 53° E.) sixty-four (64) perches crossing a branch at fourteen (14) perches to a black oak and chestnut oak on the brow of the top of a hill; thence South eight-two and one-half degrees East (S. 82-1/2° E.) fifty-nine (59) perches with a ditch to the Mill Race and thence down the pond of Mill Race to a point opposite to the old waste water or Wier Dam and thence down the bed of the waste water way to the river and down the meanders of the river to the beginning.

BEING the same property which was conveyed by C. M. Reynolds and wife to David S. Cook, by their deed dated February 23rd, 1880, recorded in Botetourt County in Deed Book, Vol. 40, page 72, and which, after divers conveyances, became vested in the Princess Furnace Company by deed of the Princess Iron Company, Inc., dated May 17th, 1906, recorded in the Recorder's Office of Botetourt County, in Deed Book, Vol. B. page 380, and the description thereof being taken from the deed of the said Cook.

(b) The right to take and use limestone in connection with the Mt. Airy tract, from the tract of twenty-three (23) acres of land belonging to the estate of C.M. Reynolds, across the James River from the Mt. Airy tract, and fully described in the deed of said right from C.M. Reynolds to D.S. Cook, dated February 23rd, 1880, and recorded in the Clerk's Office in Botetourt County, in Deed Book, Vol. 40, page 144, to which reference is here made.

(c) The right to take water from the fish pond on the land of C. M. Reynolds, as granted and conveyed to D.S. Cook by C.M. Reynolds, by his deed dated September 17, 1883, and recorded in Deed Book, Vol. 42, page 398.

Excepting from the said tract of land known as the Mt. Airy tract conveyances made to other parties by D.S. Cook prior to October 5, 1900; to wit:

First. The lot of land conveyed by D.S. Cook and wife to the Richmond and Alleghany Railroad Company for the depot grounds at Glen Wilton, set forth and described in the deed to said Company, recorded in Deed Book, No. 41, page 439.

Second. The lot conveyed to Thomas Hullivan by deed recorded in Deed Book, No. 47, page 161.

Third. The lot conveyed to Fred W. Layne by deed recorded in Deed Book, No. 52, page 526.

Fourth. The lot conveyed to W.H. Okey by deed recorded in Deed Book, No. 57, page 136.

Subject to the rights of the Buchanan & Clifton Forge Railway Company, if any granted in a certain deed from C.M. Reynolds, et ux., to it, dated August 10th, 1877, and recorded in Deed Book 39, page 53.

Subject also to the interest of the Virginia Western Power Company in certain land condemned for the purpose of constructing, maintaining and operating an electrical transmission line, as set forth in the Commissioner's Report in the condemnation proceedings, dated October 12th, 1915, and recorded in Botetourt County in Deed Book, Vol. J, page 377.

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Together with all the improvements upon the said Mt. Airy tract, including the Princess Furnace, the Princess Railroad, and cars and equipment, and all the buildings and other structures located on the said property.

Being the same property which vested in the Princess Furnace Company by deed of the Princess Iron Company, Inc., dated May 17th, 1906, and recorded in Botetourt County, in Deed Book, Vol. B, page 380, and deed dated September 26th, 1906, recorded in Deed Book, Vol. B, page 467.

(d) All those two several strips or parcels of land at or near Glen Wilton, in Botetourt County, Virginia, bounded and described as follows:

BEGINNING at a stake on the line of C. & O. right of way fifty (50) feet from the centre line of the C. & O. Main Line, and opposite to a point on the said Main Line seven hundred twenty-four and  $\frac{7}{10}$  (724.7) feet South of Mile Post two hundred twenty-four (224) measured on the center line of the railroad; thence South twenty-eight degrees West (S. 28° W.) one hundred ninety-two and  $\frac{5}{10}$  (192.5) feet to a stake in the field between the pike pond and the Railroad; thence South twenty-five degrees fifty-eight minutes West (S. 25° W.) one hundred ninety-two and  $\frac{5}{10}$  (192.5) feet to a stake in the field; thence South twenty-one degrees ten minutes West (S. 21° 10' W.) eight hundred twenty-one and  $\frac{6}{10}$  (821.6) feet to a stake in the line fence separating the properties of the Princess Furnace Company and Corbin M. Reynolds; thence with the same North eighty-six degrees West (N. 86° W.) one hundred four (104) feet to line of the C. & O. right of way; thence with same in a North-easterly direction to the beginning, as fully set forth on blueprint No. 1 (and attached to a certain deed from Georgiana Reynolds, et al., to Princess Furnace Company hereinafter referred to).

And the other strip or parcel of land, being the land for the Spur tract, is described as follows:

BEGINNING at a locust stake in the line fence dividing the properties of the Princess Furnace Company and C.M. Reynolds North eighteen degrees twenty-five minutes East (N. 18° 25' E.) two hundred sixteen and  $\frac{6}{10}$  (216.6) feet along the brow of the hill above the C. & O. Railroad and just below the cleared land of C.M. Reynolds to a locust limb; thence North forty-three degrees forty-five minutes East (N. 43° 45' E.) quartering diagonally down the hillside seven hundred three and  $\frac{6}{10}$  (703.6) feet to a stake on the line of the C. & O. right of way fifty (50) feet from the center of their present Main Line; thence with the said C. & O. right of way in a South-westerly direction eight hundred forty-eight (848) feet to a stake at the corner where the properties of the Princess Furnace Company and C. M. Reynolds adjoin on the said right of way; thence with the original property line between the properties of the Princess Furnace Company and that of C.M. Reynolds North seventy-four degrees five minutes West (N. 74° 58' W.) one hundred eighty-one and  $\frac{8}{10}$  (181.6) feet to the beginning, as fully set forth and described on blueprint No. 2 (and attached to a certain deed from Georgiana Reynolds to the Princess Furnace Company hereinafter referred to).

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Georgiana Reynolds, widow, at al., to the Princess Furnace Company, dated June 10th, 1907, and recorded in Botetourt County, in Deed Book, Vol. C., page 160, which by reference thereto, is made part hereof, together with the rights and privileges therein granted, with the same effect as though fully set forth herein.

(c) All that certain lot or tract of land situate at Glen Wilton, Botetourt County, Virginia, containing one (1) acre and fully described by metes and bounds in the deed from R. M. Jordon, et al., to Shedrick Watson, and recorded in Deed Book "C", page 153, and described herein same as in said recited deed.

The said boundaries being taken from the deed of John L. Circle and wife to Edward Jordon, dated August 31st, 1883, and recorded in Deed Book 43, page 89. The land referred to in that deed as belonging to D.S. Cook is now owned by the Princess Furnace Company. Of this tract a strip or portion fifty (50) feet wide and extending the entire length of the Northwest side, adjacent to the lands of D. Riddlebarger, was taken from the Northwest side and conveyed by deed dated September 12th, 1907, to D.A. Riddlebarger and the portion remaining conveyed by this deed is bounded and described as follows:

BEGINNING at a stake at the Northwest corner of the Parsonage lot, said stake being on the line between the property of the Princess Furnace Company and that formerly owned by John L. Circle and five hundred thirty-seven (537) feet from the center line of the C. & O. Railroad; thence North sixty-seven degrees thirty minutes West (N. 67° 30' W.) one hundred eighty-six (186) feet to a stake, said stake being fifty (50) feet from line fence of D. Riddlebarger; thence South twenty-two degrees thirty minutes West (S. 22° 30' W.) one hundred ninety-six (196) feet parallel to and fifty (50) feet distant from the line fence of D. Riddlebarger to a stake; thence South sixty-six degrees thirty minutes East (S. 66° 30' E.) one hundred eighty-six (186) feet to a stake at corner of Parsonage lot; thence North twenty-two degrees thirty minutes West (N. 22° 30' W.) one hundred ninety-one and 4/10 (191.4) feet to a stake at beginning.

BEING the same tract of land which vested in the Princess Furnace Company by deed of Shedrick Watson, et ux., to the Princess Furnace Company dated September 21st, 1907, and recorded in Botetourt County in Deed Book, Vol. C, page 296, which, by reference thereto, is made part hereof.

(f) All that certain tract of land known as the Stone Quarry property, lying on the West side of Cowpasture River in Botetourt County, extending down the said river to the junction with Jackson River and on beyond the junction on the left side of James River, as shown on a plat filed with the Report of Commissioners S. K. Lemon and others, filed in certain proceedings in chancery, in Botetourt County, in which C. M. Lunsford was Special Commissioner, and being described as follows:

All that certain tract or parcel of land described as containing (40) acres, more or less, which was conveyed by Mary B. Jordon to the said J.H. Dew and John Dew by deed dated March 3, 1904, recorded in the Clerk's Office of Botetourt County in Deed Book "A" at page 147, lying in Botetourt County, Virginia, in the fork of the Cowpasture River and James River and bounded as follows:



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Beginning at the fork on the East side of James River and on the South side of Cowpasture River; thence down the James River South twenty-seven degrees West (S. 27° W.) eighteen (18) poles to a stake; South six and one-half degrees West (S. 6;1/2° W.) forty-six (46) poles to a stake, thence leaving the River East sixteen (16) poles to where two pines are called for; thence South sixty-five degrees East (S. 65° E.) thirteen (13) poles to a pine and white oak; thence North sixty-five degrees East (N. 65° E.) forty-five (45) poles to three pines (but only one marked); thence North twenty-one and one-half (21-1/2) poles to a white oak and pine; (thence North 19-1/2° East 58 poles to a white oak); North forty-five degrees East (N. 45° E.) eighteen (18) poles to a red oak; North thirty-five degrees West (N. 35° W. ) nine and one-half (9-1/2) poles to an elm on the bank of the Cowpasture River; thence down said river to the beginning at the fork.

Being the same property as contained in a certain deed from C.M.Lunsford, Special Commissioner, and A.W.Persinger, to the Princess Furnace Company, dated September 12th, 1916.

(g) A certain lease made from the Chesapeake and Ohio Railroad Company to the Princess Furnace Company, dated April 1st, 1915, recorded in said Recorder's Office of Botetourt County in Deed Book Vol. I, page 441, which lease or articles of agreement is hereby transferred, set over and assigned by the party of the first part to the party of the second part; also all rights in a certain lease from the Princess Furnace Company to the Clifton Forge National Bank, dated May 8th, 1914, and recorded in said Recorder's Office in Deed Book Vol. I, page 18.

(h) All the undivided interest in the Glade Creek property hereinafter referred to, as conveyed to the Princess Furnace Company by deed of the Bank of Fincastle, dated November 21st, 1907, recorded in Deed Book C. and, by reference thereto, made part hereof.

Callie Mining Company, Incorporated, does hereby grant and convey unto the grantee herein, its successors and assigns, the following described real estate owned by it in Botetourt County, Virginia, viz.:-

(A) All that certain tract of land situate at or near Glen Wilton, containing five hundred eighty-one (581) acres, more or less.

BEGINNING at a stake on a line of the land of the late C.M.Reynolds <sup>at</sup> gum, white oak, dogwood and hickory, marked as pointers a new division line and running North 28-1/2° East 366 perches to 3 small Black Oaks, one pole below a pine tree on top of a ridge, marked as a line tree; thence North 80° West 366 perches to the outside line of a tract of 3188 Acres, conveyed by Jessie Buffington to James M.H.Beale and near 2 black oaks and a hickory; thence with the lines of said tract South 22-1/2° West 184 perches to a pine on the top of the mountain near the White Rock Gap; thence South 50° East 335 perches to the beginning. Also all the buildings, furnaces, structures, railways, roadways, and all other improvements situate upon the said land, all rights of way from the said land to the Chesapeake and Ohio Railway, together with all other rights appurtenant to the said tract of land.

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(b) All that certain tract or parcel of land, estimated to contain two hundred forty-five (245) acres, more or less, situate on Glade Creek in Botetourt County, Virginia, and bounded and described as follows:

BEGINNING at a chestnut oak and dogwood sapling, on the East bank of a branch, corner to the Grubb tract, and with the same North ten degrees West (N. 10° W.) forty-two (42) perches to the Crozier Casting Corner; thence North thirty-two and one-fourth degrees West (N. 32-1/4° W.) sixty (60) perches to a stake; thence North thirty-two degrees West (N. 32° W.) forty-five (45) perches to a stake on line of Cloverdale Furnace tract; thence South sixty degrees West (S. 60° W.) one hundred twenty (120) perches to a small pine on top of a ridge where 8 pines are called for; thence North one and one-fourth degrees East (N. 1-1/4° E.) thirty-one (31) perches to 3 pines; thence South seventy-five degrees West (S. 75° W.) sixty-four (64) perches to a stake by a path ten (10) feet West of a blazed chestnut oak on said line corner to the Crozier Iron Company's property; thence South five degrees West (S. 5° W.) fifty-four (54) perches to 3 chestnut oaks on side of mountain; thence South forty-six degrees West (S. 46° W.) one hundred thirty-nine (139) perches to 2 chestnut oaks on East side of Ridge two poles Southeast of a point of rocks crossing a branch one hundred thirty-one (131) poles South twenty-two degrees East (S. 22° E.) eighty-four and one-half (84-1/2) perches to three (3) pines on or near the line of land of Fluke's heirs; thence with same North sixty-two degrees East (N. 62° E.) three hundred (300) perches to the point of beginning, containing two hundred forty-five (245) acres, more or less, and which is the same tract of land that was conveyed to James S. Simmons and M.R. Rogers by Joel B. Lemon and wife and A. C. Lemon by deed dated June 26th, 1890, and recorded in Deed Book 46, page 515, and which was afterward conveyed to James A. Green, et al., by Benjamin Hayden, Commissioner; by a deed dated April 10th, 1912, and recorded in Deed Book "G", page 200, to which deeds reference is here made for a full description of the said land. Also that certain right of way which was granted to Joel B. Lemon and A.C. Lemon by Wm. A. Starkey and wife in their deed of conveyance of the said land and which right of way was conveyed to the said James A. Green, et als., hereinbefore referred to.

Subject to the interest of the Virginia Western Power Company in certain land condemned for the purpose of constructing, maintaining and operating an electrical transmission line, as set forth in the Commissioner's Report in the condemnation proceedings, dated October 12th, 1915, and recorded in Botetourt County in Deed Book, Vol. J., page 381.

BEING the same tracts of land conveyed to the Callie Mining Company by deed of James A. Green, et als., dated September 28th, 1914, and recorded in the Recorder's Office in said county in Deed Book Vol. I, page 179.

Circle Ore Company, Incorporated, does hereby grant and convey unto the grantee herein, its successors and assigns, the following described real estate owned by it in Botetourt County Virginia, viz.:

(a) The property known as the Circle Ore property, containing two hundred seven

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ORIGINAL  
(Red)

(207) acres: Beginning at an iron stake and stone pile at O where a red oak and gum stood at the East edge of a small field, not enclosed, corner to No. 8 in the division of the land of Lewis Circle, and on a line of the land of the Princess Iron Company and runneth thence with the latter, present bearing, North forty-six degrees West (N. 46° W.) two hundred thirty-four (234) poles passing the Ore Bank at 72 to 100 poles, passing just left of a pine (dead) with old line marks, and passing a stone <sup>pile</sup> by a pine now blazed, at one hundred forty-two (142) poles, and crossing over another rocky crest of the mountain to a stone pile at T about one hundred (100) yards South of the branch running out of "White Rock Gap" and about two Hundred (200) poles below said gap; thence leaving ~~th~~ the land of said company, South thirty degrees West (S. 30° W.) one hundred eight (108) poles; passing up and over said rocky crest running diagonally down the side of the mountain to a stone pile at S on the East side of the mountain, corner to the land of D.M.Wood's heirs, and with the same South twelve and one-half degrees East (S. 12-1/2° E.) seventy-eight (78) poles to a stone at R, on a bench of the mountain, South fifty-six and one-half degrees East (S. 56-1/2° E.) thirty-two (32) poles, crossing a rocky branch at ten (10) poles to a large stone set up and stone pile, at Q, on the end of a rocky spur, South thirty-six and one-half (S. 36-1/2° E.) degrees East forty-eight (48) poles down said spur to a stone, at P, by some fallen pines, at a point recognized by the parties, at or near the location of the original corner and just South of a point where some ore has been taken out, thence South seventy-six and one half degrees East (S. 76-1/2° E.) one hundred twenty-eight (128) poles (instead of 138 poles) crossing a leading ridge, and crossing several dry hollows, and small ridges to a stone at J, corner to the land of L.R.Deisher, formerly No. 7 in the division of the land of said Lewis Circle, and thence with the same at No. 8, now the property of J.E. Circle, North fifteen degrees East (N. 15° E.) ninety-six (96) poles passing corner of Nos. 7 and 8 at twenty-eight (28) poles running somewhat diagonally along the top of a broad flat ridge, and down a steep hill, and crossing a small branch near the corner, to the beginning at O.

(b) A certain tract of land containing twenty-one and one-half (21-1/2) acres, beginning at a point, at 1, in the county road, on a line of the land of D.M.Wood's heirs, which is a line of said No. 6, and runneth thence with the same "South fifty-four degrees East (S. 54° E.)" six (6) poles to a point at 2, midway between two large white oaks, "South sixty-seven degrees East (S. 67° E.)" one hundred (100) poles, crossing over and down a steep ridge to a post, at 3, on the margin of the condemned land of the James River division of the C. & O. Railroad, and with the same North twenty-two degrees East (N. 22° E.) fifty-four and one fourth (54-1/4) poles to a stake at 4, thence leaving the railroad South forty-four and three fourth degrees West (S. 44-3/4° W.) twenty-seven and one-fourth (27-1/4) poles, passing a locust line tree at four (4) feet and following the ravine to a sycamore, at 5, in said ravine, and leaving the same, North thirty-eight degrees West (N. 38° W.) twelve (12) poles, up a steep bluff to a chestnut oak and two sassafras saplings at 6 on top of said bluff; thence crossing an old field, North fifty-three and one-half

ORIGINAL  
(Red)

degrees West (N. 53-1/2° W.) forty-six and 8/10 (46.8) poles to a red oak, at 7, on the North side of an old road, South sixty-one and one-half degrees West (S. 61-1/2° W.) four (4) poles to a gum, at 8, one (1) poles North of said road, North eighty-three degrees West (N. 83° W.) twenty and 4/10 (20.4) poles, running nearly parallel to said road to a stake, at 9, in the county road and seven (7) feet West of the point "A" where the new proposed road leaves the present road, thence with the county road South thirty-three degrees West (S. 33° W.) six and 4/10 (6.4) poles to point at 10, and South fifty-two and one half degrees West (S. 52-1/2° W.) twenty-eight (28) poles to the beginning at 1.

For a further and better description of said tracts of land above mentioned and hereby conveyed, reference is hereby made to the deed or conveyance from W.E.Circle and others to the Longdale Iron Company, dated February 5th, 1906, and recorded in the Clerk's Office of the Circuit Court of Botetourt County, Virginia, in Deed Book Vol. C. at page 200, et seq., it being the purpose of this Indenture to convey all property and rights of every kind and character conveyed by the said deed of W.E.Circle to the said Longdale Iron Company and now vested in the Circle Ore Company. Reference is hereby also made to the deed dated February 8th, 1906, from J.E.Circle and others to the Longdale Iron Company, duly recorded in the Clerk's Office aforesaid, in Deed Book Vol. B. at page 205, for a further description of the rights conveyed to the said Longdale Iron Company and subsequently vesting in the Circle Ore Company, and which are hereby conveyed by this Indenture. Reference is also made to the deed of February 20th, 1906, between James T. Circle and others and the Longdale Iron Company, duly recorded in the Clerk's Office aforesaid, in Deed Book Vol. B. at page 253, for a further description of the rights conveyed to the Longdale Iron Company and subsequently vesting in the Circle Ore Company hereby conveyed.

Being the same property conveyed to the Circle Ore Company by deed of James A. Green, et ux. et al., dated September 28th, 1914, and recorded in said Clerk's Office in Deed Book Vol. I, page 177, together with and subject to all of the rights and privileges therein granted or referred to.

Subject to the interest of the Virginia Western Power Company in certain land condemned for the purpose of constructing, maintaining and operating an electrical transmission line, as set forth in the Commissioner's Report in the condemnation proceedings, dated October 12th, 1915, and recorded in Botetourt County, in Deed Book, Vol. J, page 383.

And generally all the real estate, with the furnaces, plants, structures, buildings and improvements thereon, and all the right, title and interest, property, franchises and privileges in and to any and all roadways, railroad rights of way, and any and all equipment, furniture, machinery, instruments, tools and implements severally belonging to the Princess Furnace Company, Incorporated, Callie Mining Company, Incorporated, and Circle Ore Company, Incorporated, whether herein specifically set forth or not and used in and about the business of the said several corporations, and also all the business goodwill of the said three corporations and particularly the right to use the name "Princess" in the manufacture of iron and all rights, franchises and privileges heretofore enjoyed by the said Princess Furnace Company in the manufacture and sale of Princess Iron, it being the intention and this instrument hereby conveying all the properties of every kind and

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nature owned by the said three corporations, excepting therefrom, however, all cash and accounts and bills receivable as of March 1st, 1918, and all raw materials, supplies and finished products then on hand.

And all of the estate, title and interest of the said Princess Furnace Company, Incorporated, Callie Mining Company, Incorporated, and Circle Ore Company, Incorporated, whether in law or in equity, of, in, and to the said premises hereby conveyed, together with all the privileges and appurtenances to the same belonging, and all the rents, issues and profits thereof.

TO HAVE AND TO HOLD the same to the only proper use and behoof of the said Princess Iron Corporation, its successors and assigns, forever.

IN WITNESS WHEREOF, the grantors herein, under and by resolutions of their respective Boards of Directors as hereinbefore set forth, have severally caused this Indenture to be executed by their respective Presidents and Secretaries, and have caused their corporate names to be hereunto subscribed by their said respective Presidents and their corporate seals to be hereunto affixed and attested by their respective Secretaries the day and year first above written.

(Princess Furnace )  
(Company, Inc., SEAL:) Attest: PRINCESS FURNACE COMPANY, INCORPORATED,  
By Edwin McFarland President.  
Wm. L. Turner, Secretary.

(Callie Mining Company )  
(Inc., SEAL:) Attest: CALLIE MINING COMPANY, INCORPORATED,  
By James A. Green President.  
Wm. L. Turner, Secretary.

(Circle Ore Company, )  
(Inc., SEAL:) Attest: CIRCLE ORE COMPANY, INCORPORATED,  
By James A. Green President.  
Wm. L. Turner, Secretary.

(Revenue Stamps, amounting to )  
(\$2297.50, Attached and cancelled.)

State of Ohio County of Hamilton : SS:

I, Nelson B. Cramer, a Notary Public in and for the State and County aforesaid, do hereby certify that Edwin McFarland, President, and Wm. L. Turner, Secretary, respectively, of the Princess Furnace Company, Incorporated, to me personally known, whose names are signed to the foregoing writing or deed of the Princess Furnace Company, Incorporated, Callie Mining Company, Incorporated, and Circle Ore Company, Incorporated, to the Princess Iron Corporation, bearing date on the 8th day of April, A. D. 1918, have acknowledged the same before me in my county aforesaid. Given under my hand this 8th day of April, 1918.

( Notarial Seal, Hamilton )  
(County, Ohio. ) Nelson B. Cramer Notary Public.  
My commission expires: April 19 1919

State of Ohio County of Hamilton : ss:

I, Nelson B. Cramer, a Notary Public in and for the State and County aforesaid, do hereby certify that James A. Green, President, and Wm. L. Turner, Secretary, respectively, of the Callie Mining Company, Incorporated, to me personally known, whose names are signed to the foregoing writing or deed of the Princess Furnace Company, Incorporated, Callie Mining Company, Incorporated, and Circle Ore Company, Incorporated, to the Princess Iron Corporation, bearing date on the 8th day of April, A.D. 1918, have acknowledged the same before me in

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**ATTACHMENT - I.g**

Grantor	Grantee	Deed Date	Record Date	Book / Page	Notes
(b) (6) and (b) (6) husband and wife	Balogh Real Estate Ltd. Partnership, an Ohio Limited Partnership	October 5, 1995	October 10, 1995	561 / 813	The most notable aspect of this transaction is that Grantee entered into a Credit Line Deed of Trust secured by the property before Grantor conveyed the property ( <i>see Section 2.3</i> , below). <b>See Attachment I.g</b> Total conveyance: 140.14 acres

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(Red)

## QUIT CLAIM DEED

THIS QUITCLAIM DEED, made this 5<sup>th</sup> day of October, 1995, by and between IMRE BALOGH and CAROLYN E. BALOGH, husband and wife ("Grantors"), and The BALOGH REAL ESTATE LTD. PARTNERSHIP, an Ohio Limited Partnership ("Grantee").

### WITNESSETH:

IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors do hereby QUITCLAIM, RELEASE, GIVE and CONVEY, unto THE BALOGH REAL ESTATE LTD. PARTNERSHIP, the Grantee, any and all right, title, and interest it may possess in and to that certain tract or parcel of land situate in the County of Pulaski, State of Virginia, and more particularly described as follows:

BEGINNING at a post set in concrete at a common corner between lands of Burlington Industries and the United States Army Reserve, said pint being located approximately 815 feet northwestward from the northwest line of Virginia State Highway No. 611; thence with nine lines of land of said Burlington Industries, with a fence, N 69 43' 24" W. 171.96' to a post set in concrete; thence N 79 35' 55" W. 124.42' to a post set in concrete; thence S 63 49' 02" W. 237.21 to a post set in concrete; thence S 84 16' 19" W. 119.34' to a post set in concrete; thence N 76 26' 34" W. 361.48' to a post set in concrete; thence N 49 02' 08" W. 434.14 ' to a post set in concrete; thence N 55 51' 04" W. 377.26' to post set in concrete; thence N 42 51' 41" W. 234.92' to a post set in concrete; thence N 36 26' 06" W. 75.40' to an iron pipe stake at a corner of the e. Ray Lemon 7.02 acre parcel; thence with two lines of the same; N 49 55' 00" E. 508.70' to an iron pipe stake; thence N 40 05' 00" W. 870.60' to an iron pipe stake in a line of land of Burlington Industries; thence with three lines of the same N 3 32' 53" E. 681.23' to a metal post set in concrete; thence N 89 05' 00" E. 2,202.67' to a metal post set in concrete; thence N 0 54' 11" W. 824.64' to an iron rod, at a corner of land of the United States Government; thence with three lines of the same S 76 06' 57" E. 693.20'; thence S 43 58' 28" E. 515.29' to a metal fence post; thence S 38 49' 28" E. 9.04' to a metal fence post on the south side of an



ORIGINAL  
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BOOK 0561 PAGE 814

old plat road, at a corner of property of Riggs Industries; thence along the south side of said plat road, three lines with said Riggs Industries property, S 45 26' 24" W. 96.12' to a point; thence S 69 01' 31" W. 106.38' to an iron pipe stake; thence S 81 16' 29" W. 460.28' to an iron pipe stake in pavement; thence continuing with Riggs Industries property, four lines, S 8 24' 16" E. 350.00' to an iron pipe stake; thence S 13 44' 55" W. 539.63' to an iron pipe stake on the south side of an old plat road; thence S 69 36' 24" E. 521.34' to an iron pipe stake; thence S 74 21' 19" E. 160.11' to an iron pipe stake on the west side of an old plat road at a corner of land of the United States Government; thence with said land, along the westerly line of said road; S 20 32' 00" W. 17.14'; thence S 38 46' 36" W. 424.16' to a post; thence leaving said road, S 77 00' W. 406.30' to a post; thence partially with United States Government land, and continuing with U.S. Army Reserve land, S 27 52' 45" W. 1,199.06' to the Beginning and containing 140.14 acres, as shown on plat of survey prepared by R. Lloyd Mathews, LS, dated March 9, 1988, recorded in Plat Cabinet 1, Slide 255, page 1.

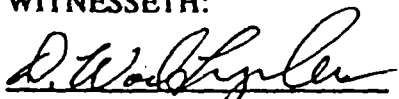
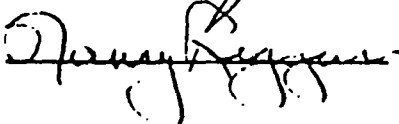
Description of the Center Line of 40 foot right-of-way from Flow General Property to Virginia State Highway No. 611.

BEGINNING at a point located N 27 52' 45" E. 70.00 from the Beginning Corner of the 140.14 acre Tract: thence S 70 39' 00" E. 320.00' to a point thence S 60 27' 00" E. 495.00' to a point in the northwesterly line of Virginia State Highway No. 611 4,800 feet, more or less, eastward from State Highway No. 682, as shown on plat of survey prepared by R. Lloyd Mathews, LS, dated March 9, 1988, recorded in Plat Cabinet 1, Slide 255, page 1.

**THIS CONVEYANCE** is made subject to all reservation, restrictions, easements and conditions affecting the property conveyed herein.

THIS DEED IS EXEMPT FROM TAXATION UNDER THE PROVISIONS OF SECTION 58.1-811(10), 1950 CODE OF VIRGINIA, AS AMENDED.

WITNESSETH:

  
(b) (6), Grantor

STATE OF ~~OHIO~~ <sup>VA</sup>  
COUNTY OF Pulaski, to-wit:

ORIGINAL  
(Red) **PFF**

The foregoing deed was acknowledged before me this 17 day of October, 1995, by Imre Balogh.

My Commission expires: 5-31-96

[Signature]  
Notary Public

WITNESSETH:

Crystal Collier

CRYSTAL COLLIER  
Patricia L. Lemaire

Carolyn L. Balogh  
(b) (6) Grantor

003300

STATE OF OHIO  
COUNTY OF Lucas, to-wit:

The foregoing deed was acknowledged before me this 5th day of October, 1995, by Carolyn Balogh.

My Commission expires: 9-17-99

[Signature]  
Notary Public

MANLY B. GATHERS, Notary Public  
State of Ohio  
My Commission Expires Sept. 17, 1999

VIRGINIA:

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF PULASKI COUNTY.  
THIS INSTRUMENT, WITH THE CERTIFICATE OF ACKNOWLEDGEMENT THERETO  
ANNEXED, IS ADMITTED TO RECORD AT 1:57 O'CLOCK P.M.  
10-10, 1995 AFTER PAYMENT OF \$ -C-  
TAX IMPOSED BY SECTION 58-54.1

R. Glennwood Fisheliff CLERK  
BY: Bunala M. Lurvey J.C.

6:\MP00C\041\0\12221VA.041

-3-  
BOX 0561 PAGE 815

REF  
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(Red)

ORIGINAL  
(Red)

PRE

ATTACHMENT - I.h					
Grantor	Grantee	Deed Date	Record Date	Book / Page	Notes
ICN Pharmaceuticals, Inc., a Delaware corporation	(b) (6)	June 28, 1995	July 5, 1995	556 / 891	Conveyance took place on the same day that Grantor acquired the property from prior Grantor, Flow Labs. Total conveyance: 140.14 acres <b>See Attachment I.h.</b>

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(Red)

THIS DEED, made this 28th day of June, 1995, by and between ICN PHARMACEUTICALS, INC., a Delaware corporation, Grantor; and IMRE BALOGH, Grantee.

W I T N E S S E T H

THAT, FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid by Grantee to Grantor, and other good and valuable consideration, the receipt whereof is hereby acknowledged, Grantor does hereby grant, with Covenants of General Warranty of Title and English Covenants of Title, unto Grantee, all of the following lot or parcel of land lying and being in the Town of Dublin, County of Pulaski, State of Virginia, and more particularly described on Exhibit A attached hereto.

Without reimposing any of the reservations, restrictions, easements and conditions affecting the hereinabove described property, this conveyance is made subject to all of them.

WITNESS the following signatures:

ICN PHARMACEUTICALS, INC.



By:

*Bill A. MacDonald*

Bill A. MacDonald

Its: Executive Vice President Strategic Planning

WENNER RECHERS &  
HARTIGENT, P.L.C.

REC-3556-891

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(Red)  
PFE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

FD-4007

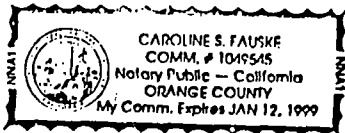
State of CALIFORNIA

County of ORANGE

On June 28, 1995 before me, Caroline S. Fauske, Notary Public

personally appeared Bill A. MacDonald

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity, upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Caroline S. Fauske  
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER

- ☐ PARTNER(S) ☐ LIMITED  
☐ GENERAL  
☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER:

DESCRIPTION OF ATTACHED DOCUMENT

Deed

TITLE OR TYPE OF DOCUMENT

One

NUMBER OF PAGES

June 28, 1995  
DATE OF DOCUMENT

SIGNER IS REPRESENTING:  
NAME OF PERSON OR ENTITY FOR

None

SIGNED(S) OTHER THAN NAME(S) ABOVE

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(Red)

BEGINNING at a point located N 27 52' 45" E, 70.00' from the Beginning corner of the 140.14 acre Tract; thence S 70 39' 00" E, 320.00' to a point thence S 60 27' 00" E, 495.00' to a point in the northwesterly line of Virginia State Highway No. 611 4,800 feet, more or less, eastward from State Highway No. 682.

PRO: (55) (60) and (61).

[illegible]

ORIGINAL PFE  
(Red)



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(Red)

ATTACHMENT - I.i					
Grantor	Grantee	Deed Date	Record Date	Book/ Page	Notes
Flow Laboratories, Inc., a Maryland corporation	ICN Pharmaceuticals, Inc., a Delaware corporation	June 28, 1995	July 5, 1995	556 / 888	Total conveyance: 140.14 acres <b>See Attachment I.i.</b>

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ORIGINAL  
(Red)

REC-0556-888

THIS DEED, made this 28th day of June, 1995, by and between FLOW LABORATORIES, INC., a Maryland corporation, Grantor; and ICN PHARMACEUTICALS, INC., a Delaware corporation, Grantee.

W I T N E S S E T H

THAT, FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid by Grantee to Grantor, and other good and valuable consideration, the receipt whereof is hereby acknowledged, Grantor does hereby grant unto Grantee, all of the following lot or parcel of land lying and being in the Town of Dublin, County of Pulaski, State of Virginia, and more particularly described on Exhibit A attached hereto.

Without reimposing any of the reservations, restrictions, easements and conditions affecting the hereinabove described property, this conveyance is made subject to all of them.

This deed is exempt from recording tax pursuant to the provision of Paragraph 9 of Section 58.1 - 811 of the Code of Virginia of 1950, as amended.

WITNESS the following signatures:

FLOW LABORATORIES, INC.



By: Bill A. MacDonald

Bill A. MacDonald

Its: President

PFF  
ORIGINAL  
(Red)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Pin 8007

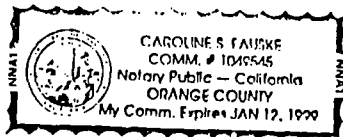
State of CALIFORNIA

County of ORANGE

On June 28, 1995 before me, Caroline S. Fauske, Notary Public  
DATE NAME, TITLE OR OFFICE, E.G., JUDGE, DISTRICT ATTORNEY, ETC.

personally appeared Bill A. MacDonald  
NAME OF SIGNER(S)

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Caroline S. Fauske  
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER  
TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED  
☐ GENERAL
- ☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER: \_\_\_\_\_

DESCRIPTION OF ATTACHED DOCUMENT

Deed  
TITLE OR TYPE OF DOCUMENT

One  
NUMBER OF PAGES

June 28, 1995  
DATE OF DOCUMENT

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

None  
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

BEGINNING at a post set in concrete at a common corner between lands of Burlington Industries and the United States Army Reserve, said point being located approximately 815 feet northwestward from the northwest line of Virginia State Highway No. 611; thence with nine lines of land of said Burlington Industries, with a fence, N 69 43' 24" W, 171.96' to a post set in concrete; thence N 79 35' 55" W, 124.42' to a post set in concrete; thence S 63 49' 02" W, 237.21' to a post set in concrete; thence S 84 16' 19" W, 119.34' to a post set in concrete; thence N 76 26' 34" W, 361.48' to a post set in concrete; thence N 49 02' 08" W, 434.14' to a post set in concrete; thence N 55 51' 04" W, 377.26' to a post set in concrete; thence N 42 51' 41" W, 234.92' to a post set in concrete; thence N 36 26' 06" W, 75.40' to an iron pipe stake at a corner of the E. Ray Lemon 7.02 acre parcel; thence with two lines of the same; N 49 55' 00" E, 508.70' to an iron pipe stake; thence N 40 05' 00" W, 870.60' to an iron pipe stake in a line of land of Burlington Industries; thence with three lines of the same N 3 32' 53" E, 681.23' to a metal post set in concrete; thence N 89 05' 00" E, 2,202.67' to a metal post set in concrete; thence N 0 54' 11" W, 824.64' to an iron rod, at a corner of land of the United States Government; thence with three lines of the same S 76 06' 57" E, 693.20'; thence S 43 58' 28" E, 515.29' to a metal fence post; thence S 38 49' 28" E, 9.04' to a metal fence post on the south side of an old plant road, at a corner of property of Riggs Industries; thence along the south side of said plant road, three lines with said Riggs Industries property, S 45 26' 24" W, 96.12' to a point; thence S 69 01' 31" W, 106.38' to an iron pipe stake; thence S 81 16' 29" W, 460.28' to an iron pipe stake in pavement; thence continuing with Riggs Industries property, four lines, S 8 24' 16" E, 350.00' to an iron pipe stake; thence S 13 44' 55" W, 539.63' to an iron pipe stake on the south side of an old plant road; thence S 69 36' 24" E, 521.34' to an iron pipe stake; thence S 74 21' 19" E, 160.11' to an iron pipe stake on the west side of an old plant road, at a corner of land of the United States Government; thence with said land, along the westerly line of said road; S 20 32' 00" W, 17.14'; thence S 38 46' 36" W, 424.16' to a post; thence leaving said road, S 77 00' 00" W, 406.30' to a post; thence partially with United States Government land, and continuing with U.S. Army Reserve land, S 27 52' 45" W, 1,199.06' to the Beginning and containing 140.14 acres.

Description of the Center Line of 40 foot right-of-way from Flow General Property to Virginia State Highway No. 611.

BEGINNING at a point located N 27 52' 45" E, 70.00' from the Beginning corner of the 140.14 acre Tract; thence S 70 39' 00" E, 320.00' to a point thence S 60 27' 00" E, 495.00' to a point in the northwesterly line of Virginia State Highway No. 611 4,800 feet, more or less, eastward from State Highway No. 682.

RECEIVED  
IN THE CLERK'S OFFICE OF  
THE DISTRICT COURT  
OF THE DISTRICT OF COLUMBIA  
THIS 12TH DAY OF SEPTEMBER  
1922  
AT WASHINGTON, D.C.  
Brenda M. Linnay, D.C.  
D.C.

ORIGINAL  
(Red)

OFF

1.1

ORIGINAL  
(Red)  
115

ATTACHMENT - I.j

Grantor	Grantee	Deed Date	Record Date	Book / Page	Notes
(b) (6) and (b) (6) husband and wife; and (b) (6) (b) (6) and (b) (6) husband and wife	Flow Laboratories, Inc., a Maryland corporation	March 14, 1988	March 16, 1988	444 / 587	Total conveyance: 140.14 acres <b>See Attachment I.j.</b>

# 819

ORIGINAL  
(Red)  
PFE

Examined and Delivered

Chicago Title Ins. Co.

March 18 1988

Clerk

201 E Main St.

Richmond, Va 23219

## DEED OF BARGAIN AND SALE

THIS DEED, made and entered into this 14th day of March, 1988, by and between Stanley C. Frank & Mary Cope Frank, husband and wife; AND Deloris/Delores V. McGovern & Thomas E. McGovern, husband and wife; parties of the first part, and Flow Laboratories, Inc., a valid and subsisting Maryland corporation located at 7655 Old Springhouse Road, McLean, Virginia 22102, party of the second part,

## WITNESSETH:

That for and in consideration of the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) cash in hand paid, the receipt of all of which is hereby acknowledged by the parties of the first part, the said parties of the first part do hereby grant, bargain, sell and convey with SPECIAL WARRANTY OF TITLE unto the said Flow Laboratories, Inc., the following described real estate, to-wit:

BEGINNING at a post set in concrete at a common corner between lands of Burlington Industries and the United States Army Reserve, said point being located approximately 815 feet northwestward from the northwest line of Virginia State Highway No. 611; thence with nine lines of land of said Burlington Industries, with a fence, N 69 43' 24" W, 171.96' to a post set in concrete; thence N 79 35' 55" W, 124.42' to a post set in concrete; thence S 63 49' 02" W, 237.21' to a post set in concrete; thence S 84 16' 19" W, 119.34' to a post set in concrete; thence N 76 26' 34" W 361.48' to a post set in concrete; thence N 49 02' 08" W, 434.14' to a post set in concrete; thence N 55 51' 04" W, 377.26' to a post set in concrete; thence N 42 51' 41" W, 234.92' to a post set in concrete; thence N 36 26' 06" W 75.40' to an iron pipe stake at a corner of the E. Ray Lemon 7.02 acre parcel; thence with two lines of the same; N 49 55' 00" E 508.70' to an iron pipe stake; thence N 40 05' 00" W, 870.60' to an iron pipe stake in a line of land of Burlington Industries; thence with three lines of the same N 3 32' 53" E, 681.23' to a metal post set in concrete; thence N 89 05' 00" E, 2,202.67' to a metal post set in concrete; thence N 0 54' 11" W, 824.64' to an iron rod, at a corner of land of the United States Government; thence with three lines of the same S 76 06' 57" E, 693.20'; thence S 43 58' 28" E, 515.29' to a metal fence post; thence S 38 49' 28" E, 9.04' to a metal fence post on the south side of an old plant road, at a corner of property of Riggs Industries; thence along the south side of said plant road, three lines with said Riggs Industries property, S 45 26' 24" W, 96.12' to a point; thence S 69 01' 31" W, 106.38' to an iron pipe

Recorded in the Book  
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Page 1

ATTORNEY AT LAW  
805 KING STREET, FOURTH FLOOR  
ALEXANDRIA, VIRGINIA 22314  
(703) 836-0884

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stake; thence S 8 24' 16" E, 350.00' to an iron pipe stake; thence S 13 44' 55" W, 539.63' to an iron pipe stake on the south side of an old plant road; thence S 69 36' 24" E, 521.34' to an iron pipe stake; thence S 74 21' 19" E, 160.11' to an iron pipe stake on the west side of an old plant road, at a corner of land of the United States Government; thence with said land, along the westerly line of said road; S 20 32' 00" W, 17.14'; thence S 38 46' 36" W, 424.16' to a post; thence leaving said road, S 77 00' 00" W 406.30' to a post; thence partially with United States Government land, and continuing with U.S. Army Reserve land, S 27 52' 45" W, 1,199.06' to the Beginning and containing 140.14 acres.

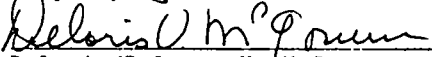
Description of the Center Line of 40 foot right-of-way from Flow General Property to Virginia State Highway No. 611.

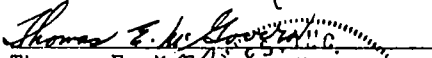
BEGINNING at a point located N 27 52' 45" E, 70.00' from the Beginning corner of the 140.14 acre Tract: thence S 70 39' 00" E, 320.00' to a point thence S 60 27' 00" E, 495.00' to a point in the northwesterly line of Virginia State Highway No. 611 4,800 feet, more or less, eastward from State Highway No. 682.

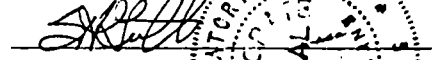
Witness the following signatures and seals:

  
Stanley G. Frank

  
Mary Cope Frank

  
Deloris/Delores V. McGovern

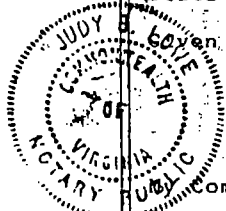
  
Thomas E. McGovern

  
for Flow Laboratories, Inc.

#### Acknowledgements

I, Judy B. Lowe, a notary public of the City/County of Franklin, State of Virginia, do hereby certify that Stanley C. Frank, Mary Cope Frank, Deloris/Delores V. McGovern, Thomas E. McGovern and STEPHEN H. GUTH whose names are signed to the writing above bearing date on the 14th day of March, 1988, has acknowledged the same before me in my State aforesaid.

Witness my hand and seal this 14th day of March, 1988.




  
Notary Public

Commission Expires:

October 16, 1989.

VIRGINIA: In the Clerk's Office of the Circuit Court of Pulaski County. This instrument, with the certificate of acknowledgment thereto annexed, is admitted to record at 10 o'clock A.M., March 16, 1988, after payment of \$ 250.00 tax imposed by Section 58-54.1

Teste:  Clerk



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ORIGINAL  
(Red)

FILE

ATTACHMENT - I.k

Grantor	Grantee	Deed Date	Record Date	Book / Page	Notes
Riggs Industries, Inc., a Virginia Corporation	(b) (6) and (b) (6) husband and wife	May 6, 1994	May 9, 1994	537 / 194	Grantor reserved life estate tied to life of Raymond Riggs + 30 days to utilize the "Old Bag Loading Building", an L-shaped structure Total conveyance: 31.38 acres <b>See Attachment I.k.</b>

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THIS DEED OF TRUST made this 6th day of May, 1994,  
by and between CHARLES D. MEADE and W. GERALDINE MEADE, husband  
and wife, parties of the first part, hereinafter referred to as  
GRANTORS, and EUGENE L. NUCKOLS, T. RODMAN LAYMAN and K. MIKE  
FLEENOR, JR., Pulaski, Virginia, any one or more of whom may act,  
parties of the second part, hereinafter referred to as TRUSTEES,

W I T N E S S E T H :

THAT for and in consideration of the sum of Five Dollars  
(\$5.00), and other good and valuable consideration, the receipt  
of which is hereby acknowledged, the GRANTORS do hereby grant  
and convey unto the TRUSTEES, and their duly appointed  
successors, with General Warranty of Title, all that certain  
tract or parcel of real estate, together with all the  
improvements thereon and all the easements and appurtenances  
thereunto in anywise appertaining, situate, lying and being in  
the Massie Magisterial District, County of Pulaski, Virginia,  
described in Schedule A attached hereto and specifically made a  
part hereof.

THIS CONVEYANCE IS MADE IN TRUST, HOWEVER, to secure  
the payment of a debt from the GRANTORS to Riggs Industries, Inc. in  
the principal sum of

NINETY-THREE THOUSAND DOLLARS (\$93,000.00)

and to secure the ultimate payment of a certain negotiable  
promissory note evidencing said indebtedness, without interest  
thereon, in said principal sum of Ninety-Three Thousand Dollars  
(\$93,000.00) executed by the GRANTORS, and payable to:

RIGGS INDUSTRIES, INC., or order,

as follows: Three Thousand Dollars (\$3,000.00) on May 1, 1994,  
and in successive yearly installments of Ten Thousand Dollars  
(\$10,000.00) beginning May 1, 1995, and the remaining  
installments on the same day of each succeeding year until the  
entire obligation hereby secured, shall have been fully paid,  
except that the entire indebtedness evidenced hereby, if not  
sooner paid, shall be due and payable on the 1st day of May,  
2003.

The holder of the note may collect a "late charge" not  
to exceed 5 cents for each dollar of each payment more than 15  
days in arrear to cover the extra expense involved in handling  
delinquent payments.

THIS DEED OF TRUST, except where herein otherwise  
provided, shall impose and confer upon the parties hereto and the  
beneficiary or beneficiaries hereunder the duties, rights and  
obligations provided in Sections 55-59 and 55-60 of the Code of  
Virginia of 1950, and amendments thereto, and Section 26-49 as to  
substitution of trustees and in short form as provided in Section  
55-60:

Deferred purchase money. Renewal or extension permitted.  
Exemptions waived. Subject to all upon default.

Advertisement required: Once a week for two consecutive  
weeks in one or more newspapers published in the County or  
City in which said property is located or having general  
circulation therein.

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BOOK 537 PAGE 198

Substitution of Trustee permitted.

Right of anticipation reserved without penalty.

THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY CONVEYED.

And the GRANTORS, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the TRUSTEES or their successors in office, all rents, issues and profits accruing or falling due from said premises after default under the terms of this trust, and the TRUSTEES are hereby authorized, in the event of such default, to take charge of and rent said property, and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the trust under the terms and conditions herein set forth.

All powers conferred by this instrument on said TRUSTEES may be exercised by any one or more of said TRUSTEES, and any TRUSTEE is empowered to execute a Deed of Release of any portion of the within described real estate upon the request of the GRANTORS and with the consent of the noteholder.

It is agreed that any sale hereunder may be postponed by oral announcement of the time and place thereof without any further notice necessary, and that TRUSTEES shall receive a commission of 5% of the gross proceeds of sale.

WITNESS the following signatures and seals:

Charles D. Meade (SEAL)  
Charles D. Meade

W. Geraldine Meade (SEAL)  
W. Geraldine Meade

STATE OF VIRGINIA  
COUNTY OF PULASKI, to-wit:

The foregoing instrument was acknowledged before me  
this 6th day of May, 1994, by Charles D. Meade and W.  
Geraldine Meade.

My commission expires: DECEMBER 30, 1995

Jennifer J. Bous  
Notary Public

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(Red)

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# SCHEDULE A

All that certain tract or parcel of real estate, and all improvements thereon, situate, lying and being in Ingles Magisterial District, County of Pulaski, Virginia, described as follows, to-wit:

BEGINNING at an iron pin by a post in a fence line, thence North 74° 23' West 160.11 feet to an iron pin; thence North 69° 40' West 521.34 feet to a point; thence North 8° 25' West 350 feet to an iron pin in the south line of a road; thence with said line North 81° 16' East 460.28 feet to a cedar, North 68° 57' East 106.38 feet to an iron pin and North 45° 25' East 96.12 feet to a metal fence post; thence South 38° 56' East 302.42 feet to a metal fence post; thence North 76° 54' East 480.73 feet to a metal fence post; thence North 57° 08' East 382.85 feet to a point; thence South 45° 34' East 585 feet to an iron pin in a fence; thence with said fence South 67° 36' West 1410.82 feet to a post; thence South 15° 04' West 178.95 feet to a post; thence South 24° 00' West 253.7 feet to the point of BEGINNING, containing 31.38 acres as shown on a plat prepared by R. Lloyd Mathews, Registered Surveyor, dated February 1, 1977, which said plat is of record in the Clerk's Office of the Circuit Court of Pulaski County, Virginia, in Plat, Cabinet 1, Slide 218, page 131.

And being the same real estate that was conveyed unto the GRANTORS herein by deed of even date from Riggs Industries, Inc., a Virginia Corporation, to be recorded contemporaneously herewith, to all of which reference is here made.

This conveyance is subject to reservation of life estate set out in the hereinabove deed, based on the life of Raymond Riggs plus thirty (30) days from the date of his death, to a portion of said real estate and containing the southwest corner of said real estate and containing the "Old Bag Loading Building", an L-shaped structure, and more particularly described as follows:

BEGINNING at a point in the far southwest corner of said real estate and running South 69° 40' East from said point for a distance of thirty-five (35) feet beyond the southeast corner of said building; thence in a straight line in a northeast direction to a point thirty-five (35) feet beyond the northeastern corner of said building, running parallel to the southeastern wall and porch of said building; thence in a straight line and northwesterly direction parallel to and thirty-five (35) feet from the most northerly wall of said building to a point in the west line of the property herein conveyed, and thence South 13° 44' West to the point of BEGINNING.

There is EXCEPTED and RESERVED from this conveyance all easements, rights of way, and rights reserved by the United States of America in deed dated the 22nd day of April, 1963, of record in the aforesaid Clerk's Office in Deed Book 210, page 1 and any other easements and rights heretofore reserved or granted across the above described premises.

VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF PULASKI COUNTY,  
THIS INSTRUMENT, WITH THE CERTIFICATE OF RECORDATION THEREON,  
ANNEXED, IS ADMITTED TO RECORD AT 1:52 O'CLOCK P.M.  
59 1974 IN THE PRESENT OF \$ 200  
TAX IMPOSED BY SECTION 58-54.1

By *Richard B. Probst* CLERK  
BY: *Ernest M. Dursley* OC  
BOOK 537 PAGE 199

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ATTACHMENT - I.I

Grantor	Grantee	Deed Date	Record Date	Book / Page	Notes
(b) (6) and (b) (6) husband and wife, and (b) (6) and (b) (6) (b) (6), husband and wife	Riggs Industries, Inc., a Virginia corporation	February 28, 1977	March 4, 1977	319 / 651	Grantors conveyed a full interest to Grantee, but only a small portion of the land originally conveyed to them. They also conveyed a 50' perpetual ingress-egress easement to State Route 1060, as well as utility easements for power and water. Total conveyance: 31.38 acres out of 176 acres <b>See Attachment I.I.</b>

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THIS DEED made this 28th day of February, 1977, by and between Stanley C. Frank and Mary Cope Frank, husband and wife, and Thomas E. McGovern and Delores V. McGovern, husband and wife, parties of the first part and hereinafter referred to as GRANTORS, and Riggs Industries, Inc., a Virginia corporation, party of the second part and hereinafter referred to as GRANTEE, and Flow Laboratories, Incorporated, party of the third part and hereinafter referred to as LESSEE,

WITNESSETH:

THAT for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable considerations, cash in hand paid the GRANTORS by the GRANTEE, the receipt of which is hereby acknowledged, the GRANTORS do hereby bargain, sell, grant and convey unto the GRANTEE, with covenants of general warranty of title, all that certain tract or parcel of real estate, and all improvements thereon, situate, lying and being in Ingles Magisterial District, County of Pulaski, Virginia, described as follows, to-wit:

BEGINNING at an iron pin by a post in a fence line, thence North 74° 23' West 160.11 feet to an iron pin; thence North 69° 40' West 521.34 feet to a point; thence North 13° 44' East 539.63 feet to a point; thence North 8° 25' West 350 feet to an iron pin in the south line of a road; thence with said line North 81° 16' East 460.28 feet to a cedar, North 68° 57' East 106.38 feet to an iron pin, and North 45° 25' East 96.12 feet to a metal fence post; thence South 38° 56' East 302.42 feet to a metal fence post; thence North 76° 54' East 480.73 feet to a metal fence post; thence North 57° 08' East 382.85 feet to a point; thence South 45° 34' East 585 feet to an iron pin in a fence; thence with said fence South 67° 36' West 1410.82 feet to a post; thence South 15° 04' West 178.95 feet to a post; thence South 24° 00' West 253.7 feet to the point of BEGINNING, containing 31.38 acres as shown on a plat prepared by R. Lloyd Mathews, Registered Surveyor, dated February 1, 1977, attached hereto;

and being a portion of the same real estate that was conveyed to Stanley C. Frank and others by deed dated the 22nd day of April, 1963, from United States of America, of record in the Clerk's Office of Pulaski County, Virginia, in Deed Book 210, page 1; and a portion of the same real estate that was conveyed to Thomas E. McGovern, et ux, by deed dated the 1st day of April, 1968, from Cope Ford, Inc., of record in the aforesaid Clerk's Office in Deed Book 245, page 339, to all of which reference is here made.

FOR the same consideration GRANTORS grant and convey unto the GRANTEE a perpetual easement fifty (50) feet in width, for the purpose of ingress

F5  
Stanley C. Frank & Mary Cope Frank  
Mar. 8 1977  
Clerk

Pulaski Co.



and egress, along and across all of the roadways on the remaining real estate of GRANTORS leading from State Route 1060 to the above described real estate; said easement to be jointly used by GRANTEE and GRANTORS or their successors and assigns.

IN ADDITION GRANTORS grant and convey unto the GRANTEE for the purpose of utilities an easement for the construction and the maintenance of electric power line or lines, in a width necessary for the same, along the southeastern line of GRANTORS' remaining real estate to the southeastern portion of the above described real estate, and an easement for the construction and maintenance of a water line or lines, in a width necessary for the same, from any point on the remaining real estate of the GRANTORS where the same can be connected to a water line to any building or buildings on the above described real estate.

There is excepted and reserved from this conveyance all easements, rights of way, and rights reserved by the United States of America in the aforesaid deed and any other easements and rights heretofore reserved or granted across the above described premises.

The GRANTORS covenant: (1) That they are seized in fee simple of the land; (2) That they have the right to convey the said land to the GRANTEE; (3) That the GRANTEE shall have quiet possession of the said land free from all encumbrances; and (4) That they will execute such further assurances of the said land as may be requisite.

TO HAVE AND TO HOLD said real estate unto Riggs Industries, Inc., its successors and assigns forever, together with all the improvements thereon and all the easements and appurtenances thereunto in anywise appertaining.

The LESSEE, which is the lessee of the above described premises and all of the other real estate adjoining the premises under an unrecorded lease dated the 26th day of February, 1968, joins in the execution of this instrument to release the above described premises and the above described easements from its lease.

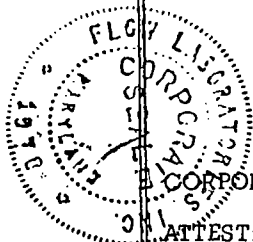
WITNESS the following signatures and seals the day and year first

above written.

Stanley C. Frank (SEAL)  
Stanley C. Frank  
Mary Cope Frank (SEAL)  
Mary Cope Frank  
Thomas E. McGovern (SEAL)  
Thomas E. McGovern  
Delores V. McGovern (SEAL)  
Delores V. McGovern

FLOW LABORATORIES, INCORPORATED

By William A. Frank Jr.  
~~President~~ Vice President



ATTEST:

Jackie W. Walker  
Secretary

COMMONWEALTH OF VIRGINIA

COUNTY/CITY OF ALEXANDRIA to-wit:

I, VALERIE M. WHITEHEAD, a Notary Public of and for the  
commonwealth and county/city aforesaid, do hereby certify that Stanley C.  
Frank and Mary Cope Frank, whose names are signed to the foregoing and  
annexed writing bearing date on the 28th day of February, 1977, this day  
personally appeared before me in my county/city aforesaid and acknowledged  
the same to be their act and deed.

Given under my hand this 28th day of February, 1977.

My commission expires July 1978.



Valerie M. Whitehead  
Notary Public

COMMONWEALTH OF VIRGINIA

COUNTY/CITY OF ALEXANDRIA to-wit:

I, VALERIE M. WHITEHEAD, a Notary Public of and for the  
commonwealth and county/city aforesaid, do hereby certify that Thomas E.  
McGovern and Delores V. McGovern, whose names are signed to the foregoing  
and annexed writing bearing date on the 28th day of February, 1977, this

BOOK

319 353

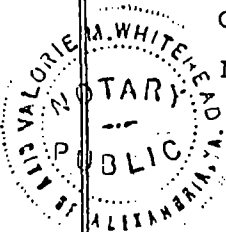
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day personally appeared before me in my county/city aforesaid and acknowledged the same to be their act and deed.

Given under my hand this 28<sup>th</sup> day of February, 1977.

My commission expires JULY 1978.



Valorie M. Whitehead  
Notary Public

STATE OF MARYLAND

COUNTY/CITY OF MONTGOMERY to-wit:

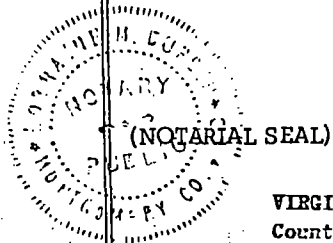
I, LORRAINE M. DURBIN, a Notary Public of and

for the state and county/city aforesaid, do hereby certify that

WILLIAM A. KNAPP, JR., President/Vice President, and JACK W. WALKER, Secretary, respectively, of Flow Laboratories, Incorporated, whose names are signed to the foregoing and annexed writing bearing date on the 24<sup>th</sup> day of February, 1977, this day personally appeared before me in my county/city aforesaid and acknowledged the same to be their act and deed for and on behalf of said corporation, and made oath that they were duly authorized to execute the same.

Given under my hand and notarial seal this 24<sup>th</sup> day of FEBRUARY, 1977.

My commission expires July 1, 1978.



Lorraine M. Durbin  
Notary Public

VIRGINIA: In the Clerk's Office of the Circuit Court of Pulaski County. This instrument, with the certificate of acknowledgment thereto annexed, is admitted to record at 10.50 o'clock AM March 4, 1977, after payment of \$ 45.00 tax imposed by Section 58-54.1.

TESTE Wm. S. Hutton CLERK

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(Red)

I.m

## ATTACHMENT - I.m

Grantor	Grantee	Deed Date	Record Date	Book / Page	Notes
Cope Ford, Inc., a Virginia corporation	(b) (6) and (b) (6) his wife	April 1, 1968	April 4, 1968	245 / 339	Grantor conveyed its 1/2 interest in the property initially conveyed to Grantor and the Copes ( <i>see Attachment I.n</i> ). <b>See Attachment I.m.</b> Total conveyance: 1/2 interest in 176 acres

245

DEED OF BARGAIN AND SALE

THIS DEED, made this 1st day of April, 1968, by and between  
 COPE FORD, INC., a Corporation organized and existing under the laws of  
 the State of Virginia, Grantors, and THOMAS E. McGOVERN and DELORIS  
 V. McGOVERN, his wife, Grantees.

WITNESSETH: That for and in consideration of the sum of  
 Ten Dollars (\$10.00), and other good and valuable considerations, the  
 Grantor does hereby grant, bargain, sell and convey unto the Grantees, its  
 undivided one-half interest in and to the property described herein, as  
 joint tenants with the full common law right of survivorship, in fee simple  
 and with Special Warranty of title, the following described land with its  
 improvements in the County of Pulaski, State of Virginia.

Beginning at a point on the Southern Government Boundary  
 of the Radford Arsenal New River Area Reservation, said  
 boundary being the property line of the Burlington Mills,  
 Inc., said point being North 60° 27' West 507.8 feet and  
 North 70° 39' W. 307 feet measured along the aforesaid  
 boundary from a corner on the Northwest side of Virginia  
 State Route No. 611 (Old Rock Road); as shown on a plat  
 entitled: "Radford Arsenal-Ordnance Corps-U.S. Army-  
 Radford, Virginia-Hercules Powder Company, Incorporated-  
 Title-Tract 3-New River Unit-Radford Arsenal-Drawing  
 No. S-100-1451-15 Dec. '60-Boundary Revised; "thence,  
 with the lands of the Burlington Mills, Inc., North 70° 39'  
 W. 174.6 feet, North 80° 15' West 124.6 feet, South 63°  
 55' West 237.8 feet, South 81° 49' West 119.6 feet, North  
 76° 59' West 361.9 feet, North 49° 29' West 434.2 feet,  
 North 56° 20' West 377.8 feet, North 43° 05' West 235 feet,  
 North 36° 35' West 154.1 feet, North 40° 05' West 263.8 feet,  
 North 03° 34' East 1412 feet, North 89° 05' East 2200 feet and  
 North 00° 55' West 825.00 feet; thence over and across lands  
 of the United States of America, South 75° 48' East 891.52  
 feet, South 43° 42' East 515.79 feet, South 38° 36' East  
 311.02 feet, North 77° 12' East 481.30 feet, North 58° 24'  
 East 385.08 feet, South 45° 25' East 577.55 feet, South  
 67° 50' West 1411.85 feet, South 20° 32' West 448.82 feet, South  
 77° 00' West 406.30 feet and South 27° 55' West 1200  
 feet to the point of beginning containing 176 acres, more  
 or less. Being parts of Tract No. 12 acquired from Edgar  
 W. Bell et al and Tract No. 13 acquired from Harvey E.  
 Bocock et ux. For derivation of title see Deed Book 210,  
 Page 1.

LESS AND EXCEPT that parcel conveyed to Riggs  
 Manufacturing Corporation.

Subject to rights of way, reservations and easements of record.

Subject further to Lease dated February 28, 1968, the Grantor  
 herein and Flow Laboratories, Incorporated.

WITNESS the following signatures and seals.

COPE FORD, INC.

By C. E. G.  
 President

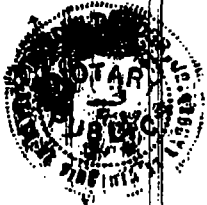
Examined and  
 to Paul W. Blevins  
 10/1/91

Made of 10.  
 P.01 Rev 7  
 Woodbridge, Va.  
 3-21-91

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BOOK 245 PAGE 340

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that C. D. COPE and J. L. GERICH, whose names as President and Secretary, respectively, of COPE FORD, INC., are signed to the writing foregoing and hereto annexed, bearing date on the 1st day of April, 1968, personally appeared before me in my said jurisdiction and acknowledged said writing to be the act and deed of their said corporation, and the seal thereto affixed to be the corporate seal, and the writing was so signed and acknowledged by them and the said seal so affixed by authority of the Board of Directors of said Corporation. GIVEN under my hand this 2<sup>nd</sup> day of April, 1968. My commission expires: June 11<sup>th</sup> 1970



*Fred W. Cope*  
Notary Public

VIRGINIA: In the Clerk's Office of the Circuit Court of Pulaski County. This instrument, with the certificate of acknowledgment thereto annexed, is admitted to record at 4:00 o'clock P.M. April 4, 1968.

TESTE *Maxim G. Graham* CLERK

- 2 -

THIS DEED made and entered into this \_\_\_\_ day of August, 1960, by and between Stanley King and Darylene C. King, his wife, parties of the first part, and J. B. French and Caroline W. French, his wife, tenants by the entirety with right of survivorship, parties of the second part;

- W I T N E S S E T H -

THAT FOR and in consideration of the sum of One Hundred Eighty-five Dollars (\$185.00) cash in hand, and other good and valuable consideration paid the parties of the first part by the party of the second part, the receipt of all of which is hereby acknowledged, the said parties of the first part do hereby bargain, sell, grant, deed, and convey, with covenants of General Warranty of title, unto the said J. B. French and Caroline W. French, his wife, as tenants by the entirety with all

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ATTACHMENT - I.n

Grantor	Grantee	Deed Date	Record Date	Book / Page	Notes
United States of America	(b) (6) and (b) (6) his wife, and Cope Ford, Inc., a Virginia Corporation	April 22,	Unknown	210 / 1	Grantor conveyed surplus government land after certifying that the land was free of hazardous contaminants and explosives (see Attachment I.n). Grantor also conveyed and reserved several easements described in Section 2.3. Total conveyance: 176 acres

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QUITCLAIM DEED

THIS QUITCLAIM DEED made this 22nd day of April

in the year of our Lord, One Thousand Nine Hundred and Sixty Three, by and between the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and the regulations and orders promulgated thereunder, Party of the First Part and STANLEY C. FRANK and MARY COPE FRANK, his wife, and COPE FORD, INC., a corporation organized and existing under the laws of the Commonwealth of Virginia, Parties of the Second Part;

WHEREAS, pursuant to the authority cited above, the said Parties of the Second Part entered into an agreement with the United States of America whereby the Government agreed to sell certain surplus government owned land, herein-after described, together with an access roadway easement and improvements located on the land for the sum of FIFTY TWO THOUSAND (\$52,000.00) DOLLARS; and

WHEREAS, the said property hereinafter described was formerly a part of the New River Ordnance Plant, established in 1941. It was operated during World War II by the Hercules Powder Company for loading powder into bagged charges, the production of flash reducers for the 155 mm gun, and the storage of powder; and

WHEREAS, a part of such property was subject to contamination by residual deposits of dangerous explosive materials in buildings, on the surface of the ground and buried in the ground; and



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WHEREAS, in accordance with said agreement to purchase the premises, Parties of the Second Part caused the property to be inspected and decontaminated to the extent deemed reasonably necessary in cooperation with and under the direction and supervision of trained personnel furnished by the Department of the Army; and

WHEREAS, upon completion of the decontamination of the land a certificate was issued by the Ordnance Corps of the Department of the Army, a copy of which is attached hereto and made a part hereof; said certificate states: "Radford Ordnance Plant, New River Unit, Parcel No. 3, Pulaski County, near Dublin, Virginia, Propellant Bagging Lines 2, 3 and 4 have been decontaminated in accordance with the requirements of AR 405-90 and the procedures approved by the Safety Division, Radford Ordnance Plant and Ammunition Procurement and Supply Agency. In the opinion of the undersigned, no significant chemical or explosive hazards remain which will prevent the use of buildings and land for non-military use or endanger the lives of individuals or the public."

WHEREAS, the Party of the First Part by attaching such certificate does not intend to make, nor shall it be construed to have made, any representation or warranties pertaining to the condition of the land; and

WHEREAS, the said Parties of the Second Part have evidenced their desire to purchase such property with full knowledge of, and notwithstanding the foregoing recitals which are incorporated herein for the purpose of disclosing the former use made of the property hereinafter described.

NOW, THEREFORE THIS DEED WITNESSETH:

THAT FOR AND IN CONSIDERATION of payment by Parties of the Second Part of purchase money in the total sum of FIFTY TWO THOUSAND

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(\$52,000.00) DOLLARS, to Party of the First Part for the purchase of land herein conveyed [ of which sum, THIRTY THOUSAND (\$30,000.00) DOLLARS, of said purchase money has been paid at or before the ensembling and delivery of this Quitclaim Deed, receipt whereof is hereby acknowledged, it being expressly agreed that the balance of the unpaid purchase money in the amount of TWENTY TWO THOUSAND (\$22,000.00) DOLLARS, together with interest thereon at the rate of 5% per annum shall be paid by Parties of the Second Part in accordance with the terms of a Promissory Note of even date secured by a Purchase Money Mortgage on the real estate herein conveyed, said Note and Mortgage being executed and delivered by Parties of the Second Part, contemporaneously with the delivery of this Quitclaim Deed, reserving a vendor's lien in favor of Party of the First Part on said real estate herein conveyed for said unpaid purchase money and interest thereon / the said Party of the First Part has remised, released and forever quitclaimed and does hereby remise, release and forever quitclaim unto Parties of the Second Part all of the right, title, and interest whatsoever of the Party of the First Part in and to all that certain tract or parcel of land lying and situate in Pulaski County, Commonwealth of Virginia, and being more particularly described as follows:

Beginning at a point on the Southern Government Boundary of the Radford Arsenal New River Area Reservation, said boundary being the property line of the Burlington Mills, Inc., said point being North 60 degrees 27 minutes West 507.8 feet and North 70 degrees 39 minutes West 307 feet measured along the aforesaid boundary from a corner on the Northwest side of Virginia State Route No. 611 (Old Rock Road); as shown on a plat entitled: "Radford Arsenal - Ordnance Corps - U. S. Army - Radford, Virginia - Hercules Powder Company, Incorporated - Title - Tract 3 - New River Unit - Radford Arsenal - Drawing No. S-100-1451 - 15 Dec. '60 - Boundary Revised;" thence, with the lands of the Burlington Mills, Inc., North 70 degrees 39 minutes West 174.6 feet, North 80 degrees 15 minutes West 124.6 feet, South 63 degrees 55 minutes West 237.8 feet, South 81 degrees 49 minutes West 119.6 feet, North 76 degrees 59 minutes West 361.9 feet, North

49 degrees 29 minutes West 434.2 feet, North 56 degrees 20 minutes West 377.8 feet, North 43 degrees 05 minutes West 235 feet, North 36 degrees 35 minutes West 154.1 feet, North 40 degrees 05 minutes West 263.8 feet, North 03 degrees 34 minutes East 1412 feet, North 89 degrees 05 minutes East 2200 feet and North 00 degrees 55 minutes West 825.00 feet; thence, over and across lands of the United States of America, South 75 degrees 48 minutes East 691.52 feet, South 43 degrees 42 minutes East 515.79 feet, South 38 degrees 36 minutes East 311.02 feet, North 77 degrees 12 minutes East 481.30 feet, North 58 degrees 24 minutes East 385.08 feet, South 45 degrees 25 minutes East 577.55 feet, South 67 degrees 50 minutes West 1411.65 feet, South 20 degrees 32 minutes West 448.52 feet, South 39 degrees 28 minutes West 422.48 feet, South 77 degrees 00 minutes West 406.30 feet and South 27 degrees 55 minutes West 1200 feet to the point of beginning containing 176 acres, more or less. Being parts of Tract No. 12 acquired from Edgar W. Bell et al and Tract No. 13 acquired from Harvey E. Bocock et ux.

TOGETHER WITH all improvements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and a perpetual easement for an access road which is hereby conveyed by Party of the First Part, for ingress and egress to the land herein conveyed over and across lands of the United States of America and containing 0.75 of an acre, being forty (40) feet in width, lying twenty (20) feet on each side of the following described centerline:

Beginning at a point on the east boundary of the herein conveyed land, said point being North 27 degrees 55 minutes East 70 feet measured along said boundary from the Southeasternmost corner of the herein conveyed land, said corner being common with the lands of Burlington Mills, Inc.; thence, South 70 degrees 39 minutes East 320 feet and South 60 degrees 27 minutes West 495 feet to a point on the Northwest right-of-way line of Virginia Route No. 611 (Old Rock Road).

THE FOREGOING described property is conveyed subject to easements for public roads, public utilities, a power line, a pipe line and to easement contracts held by the Burlington Industries, Inc., as follows: Contract No. DA-44-110-ENG-4885 for power line right of way; Contract No. DA-44-110-ENG-4886 for water and sewer lines right-of-ways; and Contract No. DA-44-110-ENG-4941 for power line right-of-way.

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EXCEPTING AND RESERVING from and out of the herein conveyed property for the benefit of the United States of America and its assigns, are five perpetual easements, as follows:

- (1) A perpetual easement for a 12 inch Raw Water Line Right-of-way containing 1.31 acres reserved by the United States of America being 30 feet in width lying 15 feet on each side of the following described centerline: Beginning at a point on the North boundary of the herein conveyed premises being a boundary of the lands of Burlington Mills, Inc., said point being South 89 degrees 05 minutes West 644 feet measured along said boundary from a common corner with the lands of Burlington Mills, Inc; thence, South 09 degrees 30 minutes West 225 feet and South 29 degrees 50 minutes East 1695 feet to the Southeast boundary of the herein conveyed premises.
- (2) A perpetual easement for a Sanitary Sewer Line Right-of-way containing 0.82 acre reserved by the United States of America being 30 feet in width lying 15 feet on each side of the following described centerline: Beginning at a point on the North boundary of the herein conveyed premises being a boundary of the lands of Burlington Mills, Inc., said point being North 00 degrees 55 minutes West 210 feet measured along said boundary from a common corner with the lands of Burlington Mills, Inc.; thence, North 51 degrees 45 minutes East 320 feet, North 74 degrees 35 minutes East 120 feet, South 64 degrees 35 minutes East 530 feet and South 83 degrees 00 minutes East 222 feet to the Northeast boundary of the herein conveyed premises.
- (3) A perpetual easement for a 12 inch Raw Water Line Right-of-way containing 1.70 acres reserved by the United States of America being 30 feet in width lying 15 feet on each side of the following described centerline: Beginning at a point on the North boundary of the herein conveyed premises, being a boundary of the lands of Burlington Mills, Inc., said point being South 89 degrees 05 minutes West 770 feet measured along said boundary from a common corner with the lands of Burlington Mills, Inc.; thence, South 37 degrees 00 minutes East 405 feet, South 61 degrees 00 minutes East 200 feet, South 66 degrees 45 minutes East 280 feet, North 22 degrees 10 minutes East 632 feet, North 75 degrees 00 minutes East 250 feet and North 81 degrees 05 minutes East 695 feet to the Northeast boundary of the herein conveyed premises.
- (4) A perpetual easement for a 15 inch and 8 inch Sanitary Sewer Line Right-of-way containing 1.33 acres reserved by the United States of America being 30 feet in width lying 15 feet on each side of the following described centerline: Beginning at a point on the North boundary of the herein conveyed premises, being a boundary of the lands of

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Burlington Mills, Inc., said point being South 89 degrees 05 minutes West 472 feet measured along said boundary from a common corner with the lands of Burlington Mills, Inc.; thence, South 20 degrees 30 minutes East 198 feet, South 07 degrees 30 minutes West 630 feet, South 52 degrees 30 minutes East 440 feet, South 64 degrees 25 minutes East 658 feet, and South 21 degrees 00 minutes West 30 feet to the Southeast boundary of the herein conveyed premises.

- (5) A perpetual easement for 6 inch and 8 inch Sanitary Sewer Line Right-of-way containing 0.70 acre reserved by the United States of America being 30 feet in width lying 15 feet on each side of the following described centerline: Beginning at a point on the East boundary of the herein conveyed premises, said point being North 27 degrees 55 minutes East 428 feet measured along said boundary from the Southeasternmost corner of the herein conveyed premises, said corner being common with the lands of Burlington Mills, Inc.; thence, North 76 degrees 00 minutes West 185 feet, South 59 degrees 15 minutes West 635 feet and South 54 degrees 25 minutes West 210 feet to the South boundary of the herein conveyed premises.

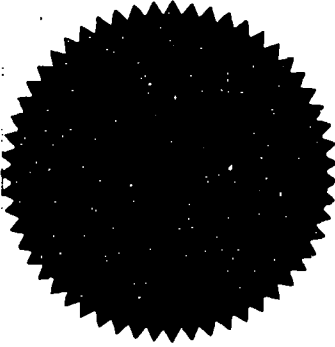
TO HAVE AND TO HOLD the foregoing described premises, with the appurtenances thereto belonging, unto Parties of the Second Part, their heirs, executors, administrators, successors or assigns forever, subject to easements, exceptions, reservations aforesaid and a restriction against selling or leasing the property herein conveyed except with the prior written authorization of the Party of the First Part until the purchase price has been fully paid.

THIS QUITCLAIM DEED is executed and delivered to the Parties of the Second Part without representations, warranties or covenants, either express or implied and by the acceptance of this instrument, the Parties of the Second Part admit and confess to full knowledge with respect to the facts contained in the foregoing recitals as to the possible contaminated condition of the property; and by the acceptance of this instrument and as a further consideration for this conveyance, the Parties of the Second Part covenant and agree for themselves, their heirs, executors, administrators, successors or assigns to assume all risk for all personal injuries and property damage arising out of ownership, maintenance, use and occupation of the foregoing property;

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and said Parties of the Second Part further covenant and agree to indemnify and save harmless the General Services Administration and the United States of America, their servants, agents, officers and employees against any and all liabilities, claims, causes of action or suits due to, arising out of, or resulting from, immediately or remotely, the possible contaminated condition, ownership, use, occupation or presence of the Parties of the Second Part or any other person upon the property, lawfully or otherwise.

WITNESS the following signature and seal.



UNITED STATES OF AMERICA  
Acting by and through the  
ADMINISTRATOR OF GENERAL SERVICES

By George W. Dodson, Jr.  
George W. Dodson, Jr.  
Regional Director  
Utilization and Disposal Service  
General Services Administration, Region 3

WITNESSETH:

Name N. C. Hooks  
Address 7423-25th Avenue  
Hyattsville, Md.

Name V. J. Carden  
Address 125 Shoshone Drive  
Washington 24, D.C.



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ATTACHMENT - I.o					
Grantor	Grantee	Deed Date	Record Date	Book / Page	Notes
United States District Court for the Western District of Virginia, ruling against (b) (6) et al.	United States of America	August 21, 1941	September 30, 1941	94 / 391	Together with the conveyance, below, part of this conveyance made up a portion of the USA's conveyance to the Franks and Cope Ford. <b>See Attachment I.o.</b>

VIRGINIA: In the office of the Clerk of the Circuit Court of  
Pulaski County, September 30, 1941, 9:30 A. M.

The foregoing trust deed was this day presented in said office  
and, with certificate annexed, admitted to record.

Teste:

*J. M. Rosary* Clerk.

Filed: August 25, 1941.  
C. E. Gentry, Clerk  
Stella M. Langford, D. C.

IN THE DISTRICT COURT OF THE UNITED STATES  
FOR THE WESTERN DISTRICT OF VIRGINIA

UNITED STATES OF AMERICA,

Petitioner

v.

CIVIL NO. 95.

368.30 ACRES OF LAND, MORE  
OR LESS, SITUATE IN PULASKI  
COUNTY, VIRGINIA, AND EDGAR  
W. BELL, ET AL.,

Defendants

Classified and Declassified

JUDGMENT ON DECLARATION OF TAKING

This day comes the petitioner, United States of America, by Frank  
S. Tavenner, Jr., United States Attorney for the Western District of Virginia,  
and moves the Court to enter a judgment vesting title in the United States of  
America in and to the properties hereinafter described.

Thereupon the Court proceeded to hear and pass upon said motion,  
petition, and declaration of taking, and finds as follows:

FIRST, That the United States is entitled to acquire the property  
by eminent domain for military purposes, and to be located upon and within the  
acreage set forth and described in said petition and declaration of taking;

SECOND, That a petition for condemnation was filed at the request  
of the Secretary of War of the United States, the authority empowered by law to  
acquire the lands described in said petition, and also under authority of the  
Attorney General of the United States;

THIRD, That in said petition and declaration of taking, a state-  
ment of the authority under which and the public use for which said lands were  
taken is set out, and that the Honorable Henry L. Stimson, Secretary of War, is  
the person duly authorized and empowered by law to acquire lands such as are  
described in the petition for the purposes as aforesaid, and that the Attorney  
General of the United States is the person authorized by law to direct the  
institution of such condemnation proceeding;

FOURTH, That a proper description of the lands sought to be  
taken, sufficient for the identification thereof, is set out in the declaration  
of taking;

FIFTH, A statement of the estate or interest in said lands taken for said public use is set out in said declaration of taking;

SIXTH, A plan showing the lands to be taken is annexed to and incorporated in said declaration of taking;

SEVENTH, A statement of the sum of money estimated by said acquiring authority to be just compensation for the lands taken, to-wit: the sum of \$45,000.00, is set out in said declaration of taking, and said sum has been deposited in the Registry of this Court.

EIGHTH, That there is a statement in said declaration of taking that the estimated ultimate award of damages for the taking of said property, in the opinion of the said Secretary of War, probably will be within any limits prescribed by Congress to be paid as a price therefor;

And the Court, having fully considered said petition for condemnation and the declaration of taking, and the statutes in such case made and provided, is of the opinion that the United States of America is entitled to take said property and have the title thereto vested in it pursuant to the Act of Congress approved February 26, 1931, (46 Stat. 1421; Title 40, Sec. 258(a) U.S.C.A.). It is therefore considered by the Court, and it is the order, judgment and decree of the Court, that the title to the following described land in fee simple absolute, subject, however to existing easements for public roads and public utilities therein, be and the same hereby is vested in the United States of America, and said land is deemed to be condemned and taken and is condemned and taken for the use of the United States, and the right to just compensation for the same shall vest in the persons entitled thereto when said compensation shall be ascertained and awarded in this proceeding and established by judgment thereunder pursuant to law.

The land so condemned and taken is described as follows:

PARCEL 1  
(Tract No. 12)

A certain tract or parcel of land lying and being in Pulaski District, County of Pulaski, State of Virginia, more specifically described as follows:

BEGINNING at a point in the north margin of Route #611, known as the Old Rock Road, along the line of H. E. Bocoock, North 24 degs. 48' West, 3366.4 feet to a post in said line; thence North 25 degs. 32' East 164.4 feet to a post in the line of E. Lee Trinkle; thence along the line of E. Lee Trinkle South 84 deg. 09' West 1426.4 feet across a private right of way to Dublin to the West gate post in the line of E. Lee Trinkle; thence along the line of E. Lee Trinkle, South 57 deg. 25' West 2220 feet to a post in the corner of the lines of E. Leo Trinkle, F. H. Jordan and H. T. Tabor; thence South 41 deg. 12' East 1442.4 feet along the line of H. T. Tabor to a white oak in said line; thence South 37 deg. 29' West 990.5 feet along said line to a post in the Alexander line; thence South 40 deg. 27' East 1275.8 feet along said line to a white oak stump; thence South 18 deg. 35' East 1240.2 feet to a post in the north side of Route #611, known as the Old Rock Road; thence along the Old Rock Road, North 80 deg. 50' East 630 feet to a point; thence along said road, North 89 deg. 43' East 542 feet to a point, and continuing along the Old Rock Road, North 73 deg. 50' East 162 feet to a point; thence North 61 deg. 53' East 186 feet to a point; thence North 48 deg. 06' East 152 feet to a point; thence North 27 deg. 56' East 248 feet to a point; thence

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North 52 deg. 51' East 192 feet to a point; thence North 63 deg. 23' East 513 feet to a point; thence North 35 deg. 13' East 430 feet to a point; thence North 08 deg. 07' East 88 feet to a point in the North margin of said road; thence following the North margin of the said road North 31 deg. 30' East, 692 feet to a point; thence North 42 deg. 30' East 124.6 feet to a point; thence North 63 deg. 54' East 119.4 feet to the point of BEGINNING, in the North margin of Route #611, known as the Old Rock Road.

Exceptions to this area are the following:

Tract No. 73C., 0.18 of an acre, more or less, known as the Old Slave Cemetery, containing 368.30 acres, more or less, exclusive of exceptions.

Tract No. 72C., 0.07 of an acre, more or less, known as the Matthews Cemetery.

It is further ORDERED, ADJUDGED and DECREED that possession of the above described property and premises, and the whole thereof, subject, however, to all existing rights for easements for public roads and public utilities therein, shall be delivered to the United States of America forthwith.

This cause is held open for such other and further orders, judgments and decrees as may be necessary in the premises.

Entered on this, the 25th day of August, 1941.

John Paul, United States District Judge.

Presented By: Frank S. Tavenner, Jr.  
United States Attorney.

A Copy, Teste:  
Stella M. Langford, D. C.

VIRGINIA: IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF  
PULASKI COUNTY, SEPTEMBER 30, 1941.

The foregoing copy of judgment on declaration of taking etc., was this day presented in said office, and spread upon the record, and pursuant to the provision of the Statute in such case made and provided.

Teste:

*J. N. Eosant*  
J. N. Eosant, Clerk.

Revenue Stamps \$1.65.

THIS DEED made and entered into this the 29th day of September, 1941, by and between G. M. Ritter and Margaret M. Ritter, his wife, parties of the first part and Thomas K. Jones, party of the second part, all of the County of Pulaski and State of Virginia.

W I T N E S S E T H :

THAT for and in consideration of the sum of Eleven Hundred and Fifty Dollars (\$1,150.00), cash in hand paid, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby bargain, sell, deed,

Examined and Delivered  
to Thomas K. Jones  
Sept 30, 1941  
J. N. Eosant, Clerk

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ATTACHMENT - I.p

Grantor	Grantee	Deed Date	Record Date	Book / Page	Notes
(b) (6) (also known as (b) (6) ) and (b) (6) his wife	United States of America	May 12, 1941	Unknown	92 / 98	Together with the conveyance, above, this entire conveyance made up a portion of the USA's conveyance to the Franks and Cope Ford. <b>See Attachment I.p.</b>

92/98

Flem C. Hanks. (SEAL)

Lillian M. Hanks. (SEAL)

STATE OF VIRGINIA,

COUNTY OF PULASKI, to-wit:

I, Miller A. Bushong, a Notary Public in and for the County aforesaid, in the State of Virginia, do hereby certify that Flem C. Hanks, and Lillian M. Hanks, his wife, whose names are signed to the foregoing writing bearing date on the 10th day of May, 1941, this day personally appeared before me in my County aforesaid and acknowledged the same.

Given under my hand this 10th day of May, 1941.

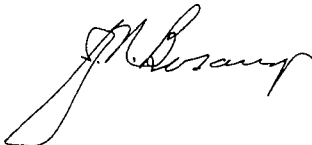
My commission expires: 8-8-43.

Miller A. Bushong, Notary Public.

VIRGINIA: In the office of the Clerk of the Circuit Court of Pulaski County, May 12, 1941, 1:15 P. M.

The foregoing deed was this day presented in said office and, with certificate annexed, admitted to record.

Teste:



Clerk.

Revenue Stamps \$28.05.

THIS DEED, made this 12th day of May, 1941. by and between Harvey E. Bocock (also known as H. E. Bocock) and Blanche M. Bocock, his wife, of Pulaski, Pulaski County, Virginia, parties of the first part and the UNITED STATES OF AMERICA, party of the second part.

W I T N E S S E T H :

THAT for and in consideration of the sum of TWENTY-FIVE THOUSAND, FIVE HUNDRED DOLLARS(\$25,500) cash in hand paid, the receipt whereof is hereby acknowledged, the parties of the first part do hereby bargain and sell, grant and convey, with general warranty of title, unto the United States of America and its assigns forever, all that certain tract or parcel of land lying and being in Newbern District of Pulaski County, Virginia, more particularly described as follows:

Beginning at a point in the northerly margin of the Old Rock Road, now known as Highway No. 611; said point is the corner between the lands of E. D. Withrow on the West and the lands of Harvey E. Bocock on the East; thence N. 25° 37' W. 3355.5 feet along the property line between the parties aforesaid mentioned, to a point; thence N. 24° 10' E. 165 feet to a point the corner between the properties of E. Lee Trinkle Estate on the North, the E. D. Withrow

May 17, 1941  
J. M. Bushong  
Clerk



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property on the West and the property of Harvey E. Bocock on the East; thence N. 83° 15' E. 1897.5 feet; thence S. 10° 14' W. 99 feet; thence S. 86° 58' E. 79 feet; thence S. 10° 14' W. 99 feet; thence S. 76° 43' E. 528 feet; thence S. 69° 18' E. 726 feet; thence S. 88° 36' E. 343.2 feet; thence S. 29° 09' E. 429 feet; thence N. 75° 53' E. 483.5 feet; thence S. 6° 08' W. 165 feet; thence S. 64° 10' W. 264 feet; thence S. 1° 33' W. 1674.5 feet to a point in the northerly margin of the Old Rock Road, now known as Highway No. 611; thence along the northerly margin of said highway the following courses, S. 78° 10' W. 461.5 ft; S. 72° 12' W. 262.2 feet; S. 46° 51' W. 321.5 feet; S. 55° 49' W. 192.3 feet; S. 66° 19' W. 1495 feet to the place of Beginning.

TO HAVE AND TO HOLD FOREVER, subject to existing public roads and rights of way in connection therewith, all reversionary rights to vest in the United States of America; subject further to:

1. Right of way accorded the Appalachian Electric Power Company by H. E. Bocock et ux, dated August 24, 1935, and recorded in Deed Book 75 at page 63.
2. Right of way accorded the Appalachian Electric Power Company by H. E. Bocock et ux, dated November 5, 1935, and recorded in Deed Book 75 at page 66.
3. Right of way accorded the Appalachian Electric Power Company by H. E. Bocock et ux, dated November 24, 1935, and recorded in Deed Book 74 at page 460.

The said parties of the first part covenant that they have the right to convey the said land to the grantee; that the grantee shall have quiet possession thereof, free from all encumbrances; that they will execute such further assurances of the said land as may be requisite; that they have done no act to encumber the said land, and that they are seized in fee simple thereof.

WITNESS the following signatures and seals the date first above written.

Lawson B. Knott, Jr.  
Lawson B. Knott, Jr.

Harvey E. Bocock. (SEAL)  
Also known as H. E. Bocock  
Blanche M. Bocock. (SEAL)

STATE OF VIRGINIA,  
COUNTY OF PULASKI, to-wit:

I, Annie Thornton, a Notary Public for the County aforesaid, in the State of Virginia, whose commission expires on the 17th day of Nov. 1941, do certify that Harvey E. Bocock (also known as H. E. Bocock) and Blanche M. Bocock, his wife, whose names are signed to the foregoing writing, bearing date on the 12th day of May, 1941, have acknowledged the same before me in my County aforesaid.

Given under my hand this 12th day of May, 1941.

Annie Thornton, Notary Public.

VIRGINIA: In the office of the Clerk of the Circuit Court of

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**ATTACHMENT - II.a**

Grantor	Grantee	Deed Date	Record Date	Book / Page	Notes
(b) (6) and (b) (6) his wife	Appalachian Power Company, a Virginia corporation	April 24, 1995	May-19, 1995	554 / 662	Grantors conveyed a utility easement for power lines. <b>See Attachment II.a.</b>

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G.W. 251-OVHD AP/Rev 3-80

BOOK 0551 PAGE 662

(b) (6)

Eas No 71 R/W Map No 3781-477B  
WO No 745-001 Job No 95-371 Prop No 1  
Line CHARLES P. MEADE

THIS AGREEMENT, made this 24<sup>th</sup> day of APRIL, 1995

by and between (b) (6) AND (b) (6)

HIS WIFE

herein called "Grantors", whether one or more persons, and APPALACHIAN POWER COMPANY, a Virginia corporation, herein called "Appalachian",  
WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid to Grantors by Appalachian, the receipt whereof is hereby acknowledged, Grantors hereby grant, convey, and warrant to Appalachian, its successors, assigns, lessees and tenants, a right of way and easement for an electric power line or lines, and communication lines, in, on, along, through, over, and across the following described lands of the Grantors situated in INGLES District, County of PULASKI, State of Virginia, and bounded:

On the North by the lands of FLOW LABORATORIES

On the East by the lands of FLOW LABORATORIES

On the South by the lands of FLOW LABORATORIES

On the West by the lands of FLOW LABORATORIES

This easement extends in a SOUTHERLY direction from  
Appalachian's existing POLE numbered 477-189 to  
and including new POLE numbered 477-231

TOGETHER with the right, privilege and authority to Appalachian, its successors, assigns, lessees and tenants, to construct, erect, install, place, operate, maintain, inspect, repair, renew, remove, add to the number of, and relocate at will, poles, with wires, cables, crossarms, guys, anchors, grounding systems and all other appurtenant equipment and fixtures (hereinafter called "Appalachian's Facilities"), and string wires and cables, adding thereto from time to time, across, through, or over the above referred to premises, the right to cut down, trim and/or otherwise control, and at Appalachian's option, remove from said premises, any trees, overhanging branches, buildings, or other obstructions which may endanger the safety of, or interfere with the use of, Appalachian's Facilities, and the right of ingress and egress to and over said above referred to premises, and any of the adjoining lands of the Grantors at any and all times, for the purpose of exercising and enjoying the rights herein granted, and for doing anything necessary or useful or convenient in connection therewith.

It is understood and agreed between the parties hereto, that the Grantors reserve the right to use said lands any way not inconsistent with the rights herein granted.

TO HAVE AND TO HOLD the same unto Appalachian Power Company, its successors, assigns, lessees and tenants.

ORIGINAL  
(Red)

It is agreed that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions.

WITNESS the following signatures and seals.

(b) (6) \_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)  
\_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)  
\_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)  
\_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)  
\_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)

STATE OF VIRGINIA )  
COUNTY OF PULASKI ) To-wit:  
The foregoing instrument was acknowledged before me this 24<sup>th</sup> day  
of APRIL, 19 95, by CHARLES D. MEADE  
AND GERALDINE MEADE  
(print or type exact name of each person who signed above)

David C. Edwards  
Notary Public/Commissioner

My Commission expires:  
9-30-97

(For W. Va. Only)  
DECLARATION OF CONSIDERATION OF VALUE

Under the penalties of fine and imprisonment as provided by law the undersigned (grantee) hereby declares the total consideration for the property transferred by this document is (\$ \_\_\_\_\_ ).  
Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

APPALACHIAN POWER COMPANY  
BY \_\_\_\_\_

(For W. Va. Only)  
THIS INSTRUMENT PREPARED

BY \_\_\_\_\_

APPROPRIATE OFFICIAL  
Notary Public  
15/12/95

0554 683  
GRW 281-0VMD-AP (Page 2) - Rev. 1-93-94

VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF PULASKI COUNTY, THIS INSTRUMENT, WITH THE CERTIFICATE OF ACKNOWLEDGEMENT THERE TO ANNEXED, IS ADMITTED TO RECORD AT 2:33 O'CLOCK P.M. 5-19, 19 95 AFTER PAYMENT OF \$ -0-  
TAX IMPOSED BY SECTION 58-64.1

R. Glenwood Fitch CLERK  
BY: Bunola M. Furray OC

PFF  
ORIGINAL  
(Red)

II.b

ORIGINAL  
(Red)

ATTACHMENT - II.b

Grantor	Grantee	Deed Date	Record Date	Book / Page	Notes
(b) (6) and (b) (6) his wife	Appalachian Electric Power Company, a Virginia corporation	November 5, 1935	November 12, 1935	75 / 66	Grantors conveyed to Grantee an electric distribution line, which Grantors had constructed ( <i>see Section 2.6</i> ), as well as the right to relocate the line to a prescribed right-of-way. <i>See Attachment II.b.</i>

ORIGINAL  
(Red)

166  
Appal. Elec. P. Co.  
Nov. 29, 1935  
J. N. Thornton, Clerk

THIS BILL OF SALE AND RIGHT OF WAY AGREEMENT, executed and entered into this 5th day of November, 1935, between H. E. Bocock and Blanche M. Bocock, his wife, of Pulaski County, Virginia, parties of the first part, and Appalachian Electric Power Company, A Corporation organized and existing under the laws of the State of Virginia, party of the second part.

WITNESSETH:

WHEREAS, there has been constructed at the expense of the parties of the first part an electric distribution line, situated in Newbern District of Pulaski County, in the State of Virginia, on the waters of New River, to serve the residence of the parties of the first part, and

WHEREAS, the said parties of the first part now desire to convey their entire interest in said distribution line to the party of the second part, to be relocated, rebuilt, owned and operated by the said party of the second part in the interest of more efficient service, and

WHEREAS, it has been agreed between the parties hereto that the said party of the second part is to purchase from the said parties of the first part the said distribution line.

NOW, THEREFORE, in consideration of the premises, as well as in consideration of the sum of One and No/100 Dollars (\$1.00) cash in hand paid by the party of the second part to the parties of the first part, being the full monetary consideration of this conveyance and other good and valuable considerations, receipt of all of which is hereby acknowledged, the parties of the first part do hereby grant, bargain, sell, convey and warrant unto the party of the second part, its successors and assigns, the said distribution line, the location of which is herein-after described in greater detail, including all poles, wires, cross-arms, insulators, hardware, transformers, meters, fixtures, appurtenances and appliances of whatever nature for the said line, together with the right of removal and relocation of said line on and over the lands of the parties of the first part, or on and over any lands in which the said parties of the first part have an interest upon said new location to be more definitely described in a separate agreement to be executed by the said parties of the first part, conveying right of way for said relocated line to the party of the second part. The line hereby conveyed, together with the approximate relocation of same, being shown on Map No. 3-7128, of the Bluefield Division of Appalachian Electric Power Company, attached hereto and made a part hereof.

The electric power distribution line hereby conveyed being described as follows: BEGINNING at Station 352 + 84.7, in the center line of the distribution power line of the party of the second part, situated on the easterly side of a private road; thence, along the easterly side of said private road, N. 6° 44' W. 537.6 feet to a pole from which tenant dwelling of the parties of the first part is served. A distance of 537.6 feet, more or less.

In witness whereof, the parties of the first part have hereunto set their hands and seals the day and year first above written.

Witness:

Annie Thornton, Pulaski, Va.

H. E. Bocock (SEAL)

O. C. Keeney, Bluefield, W. Va.

Blanche M. Bocock (SEAL)



STATE OF VIRGINIA,  
COUNTY OF PULASKI, to-wit:

I, Annie Thornton, a Notary Public in and for the County and State aforesaid, do certify that H. E. Bocoock and Blanche M. Bocoock, the wife of the said H. E. Bocoock, whose names are signed to the writing hereto annexed bearing date on the 5th day of November, 1935, have this day acknowledged the same before me in my said County.

I further certify that my commission as Notary Public will expire on the 17th day of November, 1937.

Given under my hand this 5th day of November, 1935.

(SEAL)

Annie Thornton  
Notary Public within and  
for Pulaski County, Virginia

VIRGINIA: In the office of the Clerk of the Circuit Court of Pulaski County, November 12th, 1935, 9 A. M.

The foregoing deed was this day presented in said office and, with certificate annexed, admitted to record.

Teste:

*J. M. Bosang*  
Clerk.

THIS DEED OF TRUST made and entered into this the 6th day of November, 1935, by and between Eva H. Smith and Lewis Smith, her husband, parties of the first part, A. T. Eskridge, Trustee, party of the second part, and the Pulaski Mutual Building & Loan Association, Incorporated, party of the third part.

W I T N E S S E T H :

THAT WHEREAS, the said Eva H. Smith and Lewis Smith have executed to said Association their bond of even date herewith in the sum of TWO THOUSAND (\$2000.00) DOLLARS, with the conditions therein stated in the following words and figures: "The condition of the above bond is such, THAT WHEREAS, the said Eva H. Smith is a subscriber to twenty (20) shares of stock in said Association, for which she has received from the said Association the sum of TWO THOUSAND (\$2000.00) DOLLARS, being an advance on the ultimate or par value of said shares. Now if the said Eva H. Smith shall well and truly pay to the said Association at its office in the Town of Pulaski, Virginia, the sum of TWO THOUSAND (\$2000.00) DOLLARS, with lawful interest thereon, or shall pay the weekly dues of TWENTY-FIVE (25) CENTS per share for each of said twenty (20) shares, together with all fines and assessments according to the Charter and By-Laws of said Association, together with the interest on said advance payable in weekly instalments at the rate of

771 67 ORIGINAL  
(Red)  
PFF  
Examined and Delivered  
To Mrs. Virginia Smith  
1935  
Pulaski Mutual Building & Loan Association, Inc.  
J. M. Bosang  
Clerk  
By Annie Thornton, P.C.

ORIGINAL  
(Red)

PFF

II.c

ORIGINAL  
(Red)

ATTACHMENT - II.c					
Grantor	Grantee	Deed Date	Record Date	Book / Page	Notes
(b) (6) and (b) (6) his wife	Appalachian Electric Power Company, a Virginia corporation	August 24, 1935	November 12, 1935	75 / 64	Grantors conveyed right of way and easement to construct and maintain electric, telegraph and/or telephone lines and associated poles, cables, etc. <i>See Attachment II.c.</i>

7/64  
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(Red)

VIRGINIA: In the office of the Clerk of the Circuit Court  
of Pulaski County, November 11th, 1935, 2:50 P. M.  
The foregoing deed was this day presented in said  
office and, with certificate annexed, admitted to record.

Teste:

*M. B. Wang*

Clerk.

THIS INSTRUMENT, made this 14th day of August, 1935, by and between  
D. E. Boccock and Mrs. Blanche M. Boccock, his wife, of the County of Pulaski, in  
the State of Virginia, parties of the first part, and Appalachian Electric Power  
Company, a corporation organized and existing under the laws of the State of Vir-  
ginia, party of the second part.

WITNESSETH:

That for and in consideration of the sum of One Dollar, and other  
valuable consideration in hand paid to the parties of the first part by the party  
of the second part, the receipt of which is hereby acknowledged, said parties of  
the first part hereby grant, bargain, sell, convey and warrant to the party of the  
second part, its successors and assigns, a right of way and easement with the right,  
privilege and authority to said party of the second part, its successors, assigns,  
lessees and tenants to construct, erect, operate and maintain a line or lines for  
the purpose of transmitting electric or other power and a telegraph or telephone  
line or lines, in, on, along, over, through, or across the following described lands  
situated in Newbern District in the County of Pulaski in the State of Virginia and  
on or near the waters of New River to-wit:

Beginning at a point in the center line of the power distribution line  
of the party of the second part; thence, along the easterly side of a private road,  
S. 3° 41' W. 527.0 feet to a pole, situated about 30 feet southwardly from tenant  
wellings; thence N. 53° 53' E. 1549.0 feet, along said private road, or said range  
to a pole on the westerly side, situated about 75 feet northeastwardly from dwell-  
ing of the parties of the first part. A total distance of 1976.0 feet, more or  
less, and including also the right to extend tap or service lines from the herein  
described line.

Being an easement over the same property conveyed to grantor herein  
by D. T. Boccock by will dated Oct. 27, 1930, and recorded in Pulaski County Will  
Book No. 11, page 597, Probated June 23, 1932.

TOGETHER with the right to said party of the second part, its suc-  
cessors and assigns, to place, erect, maintain, inspect, add to the number of, and  
relocate at will, poles, crossarms or fixtures, and string wires and cables, ad-

7/6/35  
M. B. Wang  
Clerk

75/65

ORIGINAL  
FILE

premises; to cut and at its option, remove from said premises or the premises of the parties of the first part adjoining the same on either side any trees, overhanging branches or other obstructions which may endanger the safety or interfere with the use of said poles, fixtures or wires attached thereto or any structure on said premises; and the right of ingress and egress to and over said above described premises, and any of the adjoining lands of the parties of the first part, at any and all times, for the purpose of patrolling the line, or repairing, renewing or adding to the number of said poles, structures, fixtures and wires, and for doing anything necessary or useful or convenient for the enjoyment of the easement herein granted; also the privilege of removing at any time any or all of said improvements erected upon, over or on said land;

TOGETHER with the rights, easements, privileges and appurtenances in or to said lands which may be required for the full enjoyment of the rights herein granted.

To Have and to Hold the same unto said party of the second part, its successors and assigns forever.

It is agreed that the foregoing is the entire contract between the parties hereto, (that it has been read and fully understood by the parties of the first part) and fully understood by them before its execution, and there is no consideration for said contract except the consideration herein set forth, and that it is understood that the agent of the party of the second part securing this contract has no authority to contract for or to bind the party of the second part by any verbal representations or promise, and that this written agreement is complete in all its terms and provisions.

In witness whereof, the parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed and Acknowledged in the presence of:

Annie Thornton, Pulaski, Va.  
C. F. Bailey, Pulaski, Va.

H. E. Bocock (SEAL)  
Mrs. Blanche M. Bocock (SEAL)

STATE OF VIRGINIA,  
COUNTY OF PULASKI, to-wit:

I, Annie Thornton, a Notary Public in and for the County and State aforesaid, do certify that H. E. Bocock and Mrs. Blanche M. Bocock, the wife of the said H. E. Bocock, whose names are signed to the writing hereto annexed bearing date on the 24th day of August, 1935, have this day acknowledged the same before me in my said County.

I further certify that my commission as Notary Public will expire on the 17th day of November, 1937.

Given under my hand this 24th day of August, 1935.

Annie Thornton  
Notary Public within and for Pulaski  
County, Virginia.

VIRGINIA: In the office of the Clerk of the Circuit Court of  
Pulaski County, November 12th, 1935, 9 A. M.

The foregoing deed was this day presented in said  
office and with certificate annexed, admitted to record.

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(Red) **PFE**

**p11**

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(Red)  
1935

ATTACHMENT - II.d

Grantor	Grantee	Deed Date	Record Date	Book / Page	Notes
(b) (6) and (b) (6) his wife	Appalachian Electric Power Company, a Virginia corporation	August 24, 1935	September 18, 1935	74 / 460	Grantors conveyed to Grantee an electric distribution line ( <i>see Section 2.6</i> ), which Grantors had constructed, as well as the right to relocate the line to a prescribed right-of-way. <i>See Attachment II.d.</i>

19/460

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(Red)

To: H. E. P. Co. Bluefield  
Sept 26, 1935  
J. M. Bailey  
Clerk

THIS BILL OF SALE AND RIGHT OF WAY AGREEMENT, executed and entered into this 24th day of August, 1935, between H. E. Bocock and Mrs. Blanch M. Bocock, his wife, of Pulaski County, Virginia, parties of the first part, and APPALACHIAN ELECTRIC POWER COMPANY, a Corporation organized and existing under the laws of the State of Virginia, party of the second part.

WITNESSETH:

WHEREAS, there has been constructed at the expense of the parties of the first part an electric distribution line, situated in Newbern District of Pulaski County, in the State of Virginia, on the waters of New River, to serve the residence of the parties of the first part, and

WHEREAS, the said parties of the first part now desire to convey their entire interest in said distribution line to the party of the second part, to be relocated, rebuilt, owned and operated by the said party of the second part in the interest of more efficient service, and

WHEREAS, it has been agreed between the parties hereto that the said party of the second part is to purchase from the said parties of the first part the said distribution line.

NOW, THEREFORE, in consideration of the premises, as well as in consideration of the sum of One and No/100 Dollars (\$1.00), cash in hand paid by the party of the second part to the parties of the first part, being the full monetary consideration of this conveyance and other good and valuable considerations, receipt of all of which is hereby acknowledged, the parties of the first part do hereby grant, bargain, sell, convey and warrant unto the party of the second part, its successors and assigns, the said distribution line, the location of which is hereinafter described in greater detail, including all poles, wires, cross-arms, insulators, hardware, transformers, meters, fixtures, appurtenances and appliances of whatever nature for the said line, together with the right of removal and relocation of said line on and over the lands of the parties of the first part, or on and over any lands in which the said parties of the first part have an interest upon said new location to be more definitely described in a separate agreement to be executed by the said parties of the first part, conveying right of way for said relocated line to the party of the second part. The line hereby conveyed, together with the approximate relocation of same, being shown on Map No. S-7075 of the Bluefield Division of Appalachian Electric Power Company, attached hereto and made a part hereof.

The electric power distribution line hereby conveyed being described as follows: BEGINNING at a pole in the present power distribution line of the party of the second part, running along the northerly side of the Newbern-Ingles Ferry Highway, and extending thence in a northerly direction approximately 1786 feet to the residence of H. E. Bocock.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the day and year first above written.

Witness:  
Annie Thornton, Pulaski, Va.  
C. P. Bailey, Pulaski, Va.

H. E. Bocock (SEAL)  
MRS. BLANCHE M. Bocock (SEAL)

STATE OF VIRGINIA,  
COUNTY OF PULASKI, to-wit:

I, Annie Thornton, a Notary Public in and for the County and State aforesaid, do certify that H. E. Bocock and Mrs. Blanche M. Bocock, the wife of the said H. E. Bocock, whose names are signed to the writing hereto annexed bearing date on the 24th day of August, 1935, have this day acknowledged the same before me in my said County. I further certify that my commission as Notary Public will expire on the 17th day of November, 1937. Given under my hand this 24th day of August, 1935.

(SEAL) Annie Thornton, Notary Public within and for Pulaski County, Virginia.

VIRGINIA: In the office of the Clerk of the Circuit Court of Pulaski County, September 18th, 1935, 9 A. M.

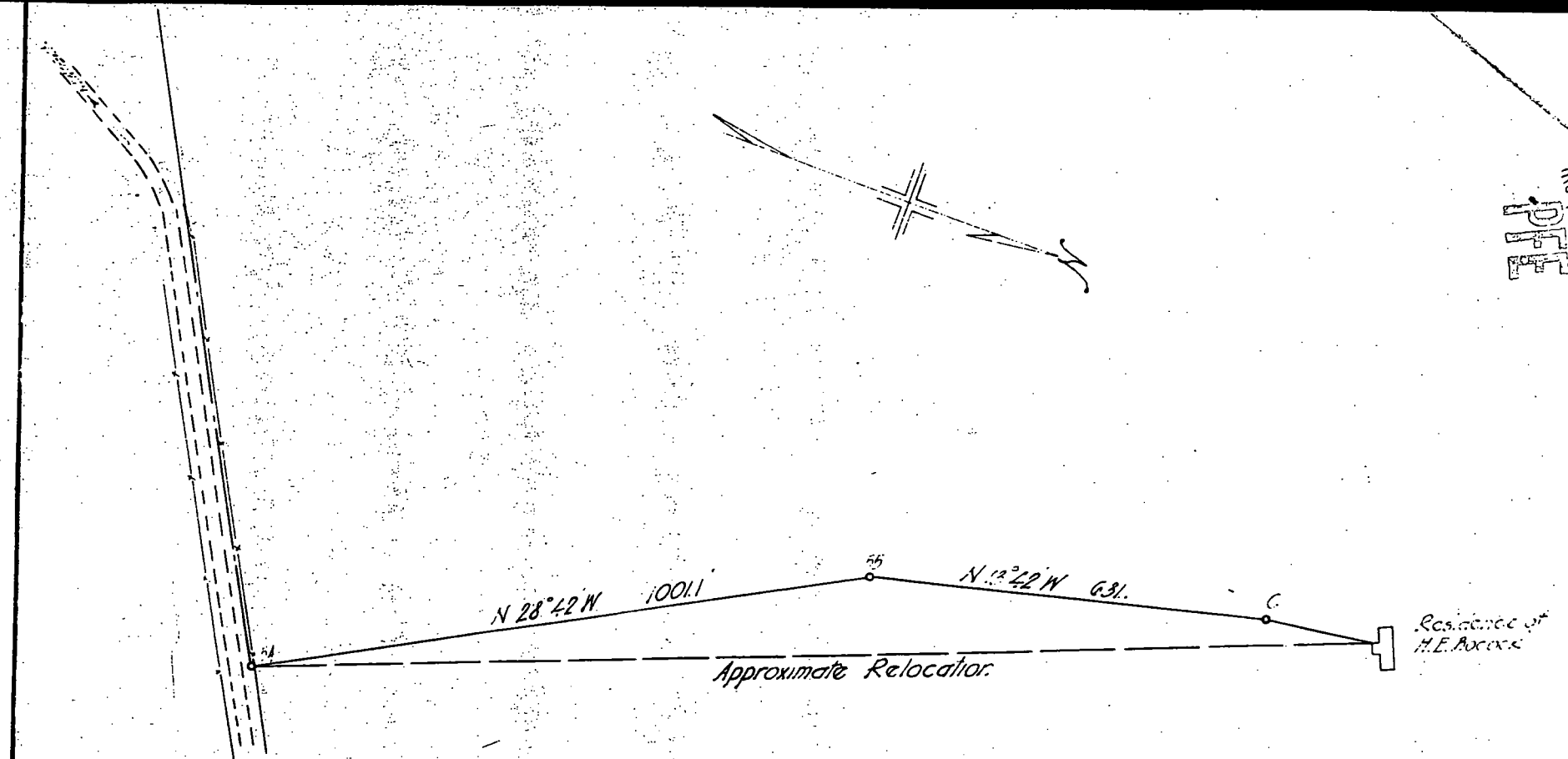
The foregoing deed was this day presented in said office and, with certificate annexed, admitted to record.

Teste:

J. M. Bailey



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(Red)  
PEE



APPALACHIAN ELECTRIC POWER COMPANY	
BLUEFIELD, W. VA.	
NEWBURN LOCAL DISTRIBUTION	
Private line to residence of	
H.E. BOCK	
SCALE 1" = 200'	DRAWN BY: G.P.

PRINTED ON  
"IMPERIAL" TRADING CLOTH  
R. O. & CO., N. Y.

S-7075

PFE  
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(Red)

III.a

ORIGINAL  
(Red)

**ATTACHMENT – III.a**

<b>Grantor</b>	<b>Grantee</b>	<b>Deed Date</b>	<b>Record Date</b>	<b>Book / Page</b>	<b>Notes</b>
Balogh Real Estate Ltd. Partnership, Trustor	Bank One, Cleveland, NA, Beneficiary	October 1, 1995	October 12, 1995	562 / 55	<i>See Attachment III.a.</i>

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(Red)  
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PFE

Virginia Execution Copy

**DEED OF TRUST WITH ASSIGNMENT OF LEASES  
AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING**

from

**THE BALOGH REAL ESTATE LTD. PARTNERSHIP,  
as Trustor**

to

**ROBERT M. DILLING and DONALD N. GOLDROSEN,  
as Trustee  
and**

**BANK ONE, CLEVELAND, NA,  
as Beneficiary**

---

Dated as of October 1, 1995

\$768,000

**THE INDUSTRIAL DEVELOPMENT AUTHORITY OF PULASKI COUNTY,  
VIRGINIA, ADJUSTABLE RATE  
INDUSTRIAL DEVELOPMENT REVENUE BONDS  
SERIES 1995 (THE BALOGH REAL ESTATE  
LTD. PARTNERSHIP/MAR-BAL, INC. PROJECT)**

**NOTICE: THE FOLLOWING IS PROVIDED SOLELY TO COMPLY WITH THE  
PROVISION OF SECTION 55-58.2 OF THE CODE OF VIRGINIA OF 1950 AS  
AMENDED:**

**THIS IS A CREDIT LINE DEED OF TRUST.**

The name of the noteholder secured hereby is Bank One, Cleveland, NA. The address to which communications to the noteholder are to be sent is 600 Superior Avenue, Cleveland, Ohio, Attention: Mark D. Gapa, Vice President, The maximum aggregate amount of principal to be secured hereby at any maximum time is Seven Hundred Sixty-Eight and No/100 Dollars (\$768,000).

---

**This Deed of Trust was prepared by and when recorded should be  
returned to:**

**Hahn Loeser & Parks  
3300 BP America Building  
200 Public Square  
Cleveland, OH 44114-2301  
Attention: Robert U. Fein**

BUU:0562 PAGE 055

ORIGINAL  
(Red)  
PFE

800: 0562 PAGE 056

**DEED OF TRUST WITH ASSIGNMENT OF LEASES AND RENTS,  
SECURITY AGREEMENT AND FIXTURE FILING**

This deed of trust ("Deed of Trust") is made as of the 1st day of October, 1995, among **THE BALOGH REAL ESTATE LTD. PARTNERSHIP**, an Ohio limited partnership, as trustor ("Trustor"), **ROBERT M. DILLING AND DONALD N. GOLDROSEN** (together, collectively with their successors and assigns as trustee hereunder, (the "Trustee"), and **BANK ONE, CLEVELAND, NA**, as beneficiary ("Beneficiary").

**RECITALS:**

A. The Industrial Development Authority of Pulaski County, Virginia, ("Authority"), issued \$1,500,000 in aggregate principal amount of its Adjustable Rate Industrial Development Revenue Bonds, Series 1995 (The Balogh Real Estate Ltd. Partnership/Mar-Bal, Inc. (Project) (the "Bonds"), to pay the cost of acquiring, constructing and equipping Trustor's facility in Pulaski County;

B. The Authority entered into an Agreement of Sale dated as of October 1, 1995, (the "Agreement of Sale") with the Trustor and Mar-Bal, Inc. under the terms of which the Authority issued the Bonds and loaned the proceeds of the sale of the Bonds to the Trustor and the Trustor agreed to make loan repayments to repay such loan;

C. The Authority requested the Beneficiary to issue an unconditional and irrevocable letter of credit to the Authority in order to secure Trustor's obligations to the Authority pursuant to the Agreement of Sale;

D. The Trustor has entered into a Reimbursement Agreement with the Beneficiary, dated as of October 1, 1995 (the "Reimbursement Agreement") whereby the Trustor is obligated to reimburse the Beneficiary for all amounts drawn by the Authority under the Letter of Credit (as defined in the Reimbursement Agreement), together with interest on all such amounts, and to pay the Beneficiary certain other amounts as specified therein.

E. The Trustor desires to make and enter into this Deed of Trust to secure the payment and performance of the duties and obligations of the Trustor under the Reimbursement Agreement.

F. In connection therewith, Trustor desires to assign to Beneficiary as additional security all payments arising from leases of the Property as more particularly described herein.

**SECTION 1**  
**Grant in Trust**

1.1 **Grant.** Trustor irrevocably and unconditionally **GRANTS, BARGAINS AND SELLS, CONVEYS and CONFIRMS and ASSIGNS** to Trustee in trust, with power of sale and right of entry and possession, all of the real property described more particularly in attached Exhibit A ("Land"), all legal and equitable interests and claim which Trustor has or may acquire in the Land, and all right, title, interest, claim or demand whatsoever of Trustor in, to and under;

- a. All existing and future buildings, structures and improvements on the Land; and
- b. All existing and future appurtenances, hereditaments, privileges, easements, franchises and tenements relating to the Land; and
- c. All existing and future rights to the use of any streets, roads or public places related to the Land; and
- d. All existing and future minerals, oil, gas and other hydrocarbon substances and all other commercially valuable substances on, under or produced from the Land; and
- e. All existing and future water, rights to water (whether riparian or appropriative and whether or not appurtenant), and water stock relating to the Land; and
- f. All existing and future fixtures, trade fixtures, furnishings, machinery, equipment and appliances attached to the Land and/or all existing and future buildings structures and improvements thereon; and
- g. All existing and future intangible property and rights relating to the Land and its operation, including all options, sales contracts, letters of intent and rights of first refusal, and any deposits or other payments made in connection with any of these rights; and
- h. All existing and future development rights, permits, air rights and similar land use approvals or entitlements; and
- i. All existing and future leases, subleases, licenses, permits and other agreements pertaining to all or any portion of the Land and/or all or any portion of existing and future buildings, structures and improvements on the Land; and

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ORIGINAL  
(Red)

BOOK 0562 PAGE 058

j. All proceeds from the voluntary or involuntary conversion of any of the property described above, including proceeds from fire and other types of hazard insurance, proceeds from condemnation awards and from all causes of action for damage to any of the property described above, and all claims and demands Trustor has or will have for any of these proceeds; and

k. All books and records relating to any of the property described above and all computer readable memory and computer hardware and software necessary to access and process this memory (all referred to as "Books and Records"); and

l. All additions to, substitutions of, replacements for and proceeds from all of the property described above.

1.2 Property Defined. The term "Property" as referred to in this Deed of Trust includes all of the real property, personal property and rights (or any part of or interest in any of the real or personal property or rights) granted in trust to Trustee by Trustor in Section 1.1.

## SECTION 2 Assignment Of Rents

2.1 Assignment. Upon the occurrence of an Event of Default, and until such an Event of Default is cured, Trustor irrevocably and unconditionally assigns to Beneficiary all past due, current and future rents, royalties, issues, profits, accounts receivable, reserves, deferred payments, payments, deposits, income, revenue and all other benefits arising from or out of: (i) the Property; and (ii) all leases, subleases, licenses, permits or other agreements pertaining to the Property (including without limitation that certain Lease Agreement dated as of \_\_\_\_\_, 1995, by and between Trustor, as landlord, and Mar-Bal, Inc., as tenant (the "Mar-Bal Lease"), and the right to collect all of the aforesaid, and all rights which Trustor has against any lessees, occupants or other users of the Property, including all security deposits or other security interests now or later held by Trustor pursuant to any lease, sublease, license, permit or other agreement (all referred to as "Rents"). This assignment is intended by Trustor to be an absolute and present assignment from Trustor to Beneficiary and not merely the passing of a security interest. This assignment is subject to the revocable license to collect and retain Rents granted to Trustor in Section 2.4.

2.2 Collection of Rents. Subject to the revocable license to collect and retain rents granted to Trustor in Section 2.4, Beneficiary has the right, power and authority to collect and retain Rents. Beneficiary's right to collect Rents does not depend on whether or not Beneficiary takes possession of the Property as permitted in Section 7.3(c). Trustor appoints Beneficiary its attorney-in-fact to perform, in its sole discretion, the following acts: (i) demand, receive and enforce payment of Rents; (ii) give receipts, releases and satisfactions for Rents; and (iii) sue for Rents either in the name of Trustor or in the name of

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Beneficiary. Beneficiary shall apply all Rents it collects in the manner provided in Section 7.4(b). If an Event of Default occurs while Beneficiary is in possession of the Property and is collecting Rents, Beneficiary, Trustee and any receiver shall nevertheless be entitled to exercise all rights and remedies they have under this Deed of Trust and in law and in equity, including the right to exercise the power of sale granted in Section 7.3(f).

2.3 Limitations on Beneficiary's Duties and Liabilities. This assignment is a grant of rights to Beneficiary and shall not be construed as creating any obligations on Beneficiary nor shall it cause Beneficiary to be a "mortgagee in possession" for any purpose. This assignment shall not impose on Beneficiary any duty to: (i) rent the Property; (ii) collect Rents; (iii) control, manage or repair the Property; or (iv) carry out any of the terms or perform any of the obligations of the lessor under any lease on the Property. This assignment shall not cause Beneficiary to be liable for: (i) any waste committed by lessees or any other parties; (ii) any dangerous or defective condition of the Property; (iii) any negligence in the management, upkeep or repair of the Property; or (iv) any other act or omission except as expressly stated in this Deed of Trust.

2.4 Collection By Trustor. Beneficiary confers on Trustor a revocable license to collect and retain Rents, but the parties hereto agree that Trustor shall be permitted to collect and retain Rents under said license unless an Event of Default exists or Beneficiary reasonably anticipates an Event of Default in which case Beneficiary may revoke said license. If an Event of Default exists, Beneficiary shall have the right, exercisable in its sole discretion, to terminate Trustor's license to collect and retain Rents without notice to or demand on Trustor, and without regard to the adequacy of Beneficiary's security under this Deed of Trust.

### SECTION 3 Secured Obligations

3.1 Obligations. Trustor makes this grant in trust and this assignment as security for the following obligations (all referred to as "Secured Obligations"):

a. Letter of Credit. Payment to the Beneficiary for all amounts drawn under the Letter of Credit and all other expenses and/or obligations of Trustor contemplated thereunder or under the Reimbursement Agreement, and, Trustor covenants and agrees that this Deed of Trust is a "Credit Line Deed of Trust" in accordance with Section 55-58.2 of the Code of Virginia, as amended from time to time;

b. Additional Loans. Payment of any additional loans and all related sums any record owner of the Property undertakes (whether as principal, surety or guarantor) for the benefit of Beneficiary when the loan or obligation is evidenced by a note or other writing reciting that it is so secured;



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c. Additional Sums. Payment of any additional sums incurred or advanced by Beneficiary, or otherwise due Beneficiary or Trustee, under this Deed of Trust, the Reimbursement Agreement or any other document contemplated hereby or thereby (collectively, the "Loan Documents");

d. Obligations. Performance of all obligations Trustor or any other person undertaken in this Deed of Trust, in any other Loan Document and in any lease or other document assigned to Beneficiary or executed in Beneficiary's favor now or in the future;

e. Covenants, Conditions and Restrictions. Payment of all sums, and performance of all obligations undertaken by Trustor, constituting all covenants, conditions and restrictions pertaining to the Property, and, on written request of Beneficiary, the enforcement by Trustor of any third party covenant to make any payment if the payment has not been made within thirty (30) days after it is due; and

f. Modified Payments and Obligations. Payment of all sums, and performance of all obligations, undertaken by Trustor or any other person pursuant to any modifications, amendments, extensions or renewals, however evidenced, of any of the above Secured Obligations.

3.2 No Priority. The Secured Obligations listed in Section 3.1 shall be applied in any order of priority that Beneficiary chooses.

#### SECTION 4 Security Interest

4.1 Grant. This Deed of Trust creates a lien on the Property and an absolute assignment of Rents in favor of Beneficiary. To the extent any of the Property or Rents are determined under applicable law to be personal property or fixtures, Trustor grants Beneficiary a security interest in this Property and Rents, to secure payment and performance of the Secured Obligations. This Deed of Trust constitutes a security agreement under the Virginia Uniform Commercial Code.

4.2 Execution of Documents. Trustor shall execute financing statements and other documents as Beneficiary may require to perfect or continue the perfection of Beneficiary's security interest in any Property or Rents. Trustor shall pay all costs that Beneficiary incurs in filing any financing statements or other documents in public offices and in obtaining any record searches. If Trustor fails to execute any financing statements or other documents necessary to perfect or continue the perfection of a security interest, Trustor appoints Beneficiary as its attorney-in-fact to execute these documents on Trustor's behalf. If any financing statement or other document is filed in the records normally pertaining to personal property, that filing shall not be construed to impair this Deed of Trust or any of Beneficiary's rights.

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4.3 Fixture Filing. This Deed of Trust constitutes a financing statement filed as a fixture filing under the Virginia Uniform Commercial Code, as amended or recodified from time to time, covering any Property now or which later becomes a fixture attached to the Property.

## SECTION 5

### Hazardous Materials

5.1 Definition. The term "Hazardous Materials" as used in this Deed of Trust includes any substance, material or waste which is or becomes regulated by any local governmental authority, the State of Missouri or the United States Government, including any material or substance which is: (i) defined as a "hazardous waste", "hazardous material", "hazardous substance", "extremely hazardous waste" or "restricted hazardous waste" under any provision of law; (ii) petroleum; (iii) asbestos; (iv) polychlorinated biphenyls; (v) radioactive materials; (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act (33 U.S.C. Section 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1317); (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, (42 U.S.C. Section 6903); or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601).

### 5.2 Representations, Warranties and Covenants.

a. General Warranty. After due inquiry and investigation, Trustor represents and warrants to Beneficiary, that: (1) neither Trustor nor, to the best of Trustor's knowledge, any previous owner, tenant, occupant or user of the Property used, generated, manufactured, installed, released, discharged, stored or disposed of any Hazardous Materials on, under, in or about the Property, or transported any Hazardous Materials to or from the Property in violation of any applicable law, rule or ordinance; and (ii) there are no underground storage tanks on, under, in or about the Property.

b. Compliance With Environmental Laws. Trustor represents, warrants and covenants that the Property and its current use complies with, and shall at all subsequent times comply with, all applicable laws and governmental regulations, including all applicable federal, state and local laws, ordinances and regulations pertaining to Hazardous Materials, air and water quality, waste disposal and other environmental matters, including the Clean Water Act, the Clean Air Act, the Federal Water Pollution Control Act, the Solid Waste Disposal Act, the Resource Conservation Recovery Act and the Comprehensive Environmental Response, Compensation and Liability Act, and the rules, regulations and ordinances of the Environmental Protection Agency, the Regional Water Quality Control Board, and the City in which the Property is located.

c. Covenants. Trustor shall not cause or permit the presence, use, generation, manufacture, installation, release, discharge, storage or disposal of any

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Hazardous Materials in violation of any applicable law, regulation, rule or ordinance on, under, in or about the Property in violation of any applicable law, regulation, rule or ordinance, or the transportation of any Hazardous Materials to or from the Property. Trustor shall immediately notify Beneficiary in writing of: (i) any enforcement, cleanup removal or other governmental or regulatory action instituted, completed or threatened in connection with any Hazardous Materials on, under, in or about the Property; (ii) any claim made or threatened by any third party against Trustor or the Property relating to damage, contribution, cost recovery, compensation, loss or injury arising from any Hazardous Materials; and (iii) Trustor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause all or any portion of the Property to be subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any federal, state or local laws, ordinances or regulations regarding Hazardous Materials. Without Beneficiary's prior written consent, which shall not be unreasonably withheld, Trustor shall not take any remedial action in response to the presence of any Hazardous Material on, under, in or about the Property, nor enter into any settlement agreement, consent decree or other compromise with respect to any Hazardous Materials.

5.3 Indemnification. Trustor shall indemnify Beneficiary against and hold it harmless from all claims, actions, suits, proceedings, judgments, losses, costs, damages, liabilities, deficiencies, fines, penalties, punitive damages and expenses (including attorneys' fees and consultants' fees, investigation and laboratory fees, court costs and litigation expenses), directly or indirectly resulting from, arising out of or based on: (i) the presence, release, use, manufacture, installation, generation, discharge, storage or disposal of any Hazardous Materials, on, under, in or about the Property, or the transportation of any Hazardous Materials to or from the Property; or (ii) the violation, or alleged violation, of any law, statute, ordinance, order, rule, regulation, permit, judgment or license relating to the presence, use, release, manufacture, installation, generation, discharge, storage or disposal of any Hazardous Materials on, under, in or about the Property, or the transportation of Hazardous Materials to or from the Property. This indemnification includes: (i) all losses, costs, damages, liabilities, deficiencies, fines, penalties, punitive damages and expenses arising from all claims, actions, suits, proceedings and judgments for personal injury (including sickness, disease or death), tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resources or the environment, nuisance, pollution, contamination, leak, spill, release or other adverse effect on the environment; and (ii) all costs of any required or necessary repair, cleanup, treatment or detoxification of the Property, and the preparation and implementation of any closure, disposal, remedial or other required actions in connection with the Property. This indemnification shall survive the release and cancellation of any Secured Obligation and the full or partial release or reconveyance of this Deed of Trust, and shall inure to the benefit of Beneficiary if Beneficiary becomes the successor in interest to the Property.

5.4 Tests and Investigations. At any time during the term of this Deed of Trust, and after providing Trustor with reasonable notice, Beneficiary shall have the right to enter the Property and to conduct tests and investigations as Beneficiary deems necessary to determine whether any Hazardous Materials are present on, under, in or about the Property; provided, however, such tests and investigations shall be performed only by insured contractors and only if Beneficiary has reasonable cause to believe that Hazardous Materials are present on, under, in or about the Property in violation of any applicable, law regulation, rule or ordinance. These tests and investigations shall include underground borings, ground water analyses and borings from the floors, ceilings and walls of any improvements located on the Property.

**SECTION 6**  
**Rights and Duties of the Parties**

6.1 Representations and Warranties. Trustor represents and warrants the following:

a. Title. Trustor lawfully possesses and holds good and marketable title in fee simple to the Property subject to no lien, charge or encumbrance other than the Permitted Encumbrances (as hereinafter defined) and will warrant generally and defend the same to Trustee and Beneficiary against all claims and demands by any person claiming by, through or under Trustor; and

b. Authority. Trustor has full authority to encumber the Property and assign the Rents; and

c. First Lien. This Deed of Trust creates a lien on Trustor's right, title and interest in the Property prior to all other liens, security interests, easements, rights, encumbrances, reservations of title or conditional sales contracts which affect the Property except for those permitted encumbrances described on Exhibit B attached hereto (the "Permitted Encumbrances"); and

d. Beneficial Use. The Property includes all real and personal property and all rights which are reasonably necessary or desirable for the beneficial use and enjoyment of the Land and all buildings, structures and improvements thereon, now and in the future; and

e. Security Interests. Trustor owns all of the Property which is personal property free and clear of any liens, security agreements, reservations of title or conditional sales contracts, except for the Permitted Encumbrances; and

f. Compliance with Laws and Covenants. To the best of Trustor's knowledge and belief, the location, construction, occupancy, operation and use of the Property do not violate any applicable law, statute, ordinance, rule, regulation, order or

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determination of any governmental authority or any board of fire underwriters (or any other body exercising similar functions), or any restrictive covenant or deed restriction (record or otherwise) affecting the Property, including all applicable zoning ordinances and building codes, disaster laws and health and environmental laws, ordinances and regulations.

6.2 Performance of Secured Obligations. Trustor shall promptly pay and perform all of the Secured Obligations.

6.3 Liens and Encumbrances. Except for the Permitted Encumbrances, Trustor shall immediately discharge any lien or encumbrance on the Property which Beneficiary has not consented to in writing. Trustor shall pay when due each such obligation that is secured by a lien or encumbrance, or may later be reducible to a lien or encumbrance, on the Property, whether or not the lien or encumbrance is or would be subordinate to this Deed of Trust. Notwithstanding the foregoing, if Trustor contests any such lien in good faith, then Trustor need not discharge the contested lien until Trustor has exhausted all available methods of appeal; provided that Trustor set aside with Beneficiary a fund sufficient (in Beneficiary's reasonable discretion) to discharge a lien, if requested.

6.4 Taxes and Assessments. Trustor shall pay before delinquency all taxes, levies, fees, charges and assessments, regardless of how determined, imposed by any governmental body, or agency, any public or quasi-public authority, any utility company or any other entity having jurisdiction over the Property, which are (or if not paid, may become) a lien on the Property or which may cause a decrease in the value of the Property, including: (i) real and personal property taxes and assessments and any payments in lieu thereof; (ii) taxes and assessments made for public improvements, services and benefits; (iii) excises, levies and other business taxes; (iv) license, permit, inspection and authorization fees; (v) development fees, transit impact fees, assessments for housing funds and any service payments in lieu of taxes; (vi) public improvement and utility bonds; and (vii) assessments on appurtenant water stock (all referred to as "Taxes and Assessments"). If any Taxes and Assessments become delinquent, Beneficiary may require, on five (5) days' prior written notice, that Trustor present evidence that all delinquent Taxes and Assessments have been paid in full.

6.5 Damages, Insurance and Condemnation Proceeds.

a. Assignment of Proceeds. Trustor irrevocably and unconditionally assigns to Beneficiary, authorizes the payor to pay Beneficiary, and agrees to pay to Beneficiary, all of the following (all referred to as "Claims Proceeds"): (i) awards of damages and other compensation payable directly or indirectly because of an actual or proposed condemnation or taking for public or private use which affects the Property; and (ii) awards, claims and causes of action arising out of any warranty affecting the Property, or for damage or injury to, or decrease in value of, the Property; and (iii) insurance proceeds payable because of loss sustained on or to the Property; and (iv) all interest which may accrue on any of the foregoing.

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b. Notice to Beneficiary. Trustor shall immediately notify Beneficiary in writing if: (i) any damage occurs or any loss is sustained in the amount of \$10,000 or more to the Property; (ii) any action or proceeding relating to damages or losses in excess of \$10,000 is commenced; or (iii) any offer is made, or any action or proceeding is commenced, which relates to any actual or proposed condemnation or taking of the Property.

c. Beneficiary's Right to Participate. Beneficiary may appear in or prosecute, in its own name, any action or proceeding to enforce any cause of action based on warranty, or for damage or loss to the Property, and it may make any compromise or settlement of the action or proceeding. Beneficiary may participate in any action or proceeding relating to an actual or proposed condemnation or taking of the Property, and may join Trustor in adjusting any loss covered by insurance.

d. Application of Claims Proceeds.

(i) Costs and Expenses. Beneficiary shall apply any Claims Proceeds that it receives first toward reimbursement of all expenses Beneficiary incurs in recovering the Claims Proceeds, including attorneys' fees.

(ii) Net Claims Proceeds. If in Beneficiary's reasonable judgment and good faith dealing the Property merits repair and reconstruction, Beneficiary shall permit Trustor to use the balance of the Claims Proceeds ("Net Claims Proceeds") to pay the repair and reconstruction costs. In this event, the Net Claims Proceeds shall be impounded and shall not be released except on Beneficiary's approval, which shall be based on standards of construction and completion established by Beneficiary in its reasonable judgment and good faith dealing. If in Beneficiary's reasonable judgment and good faith dealing repair and reconstruction of the Property is not merited, Beneficiary shall apply the Net Claims Proceeds to pay or prepay (without premium) some or all of the Secured Obligations, in the order and proportions as it, in its sole discretion, chooses.

e. Waiver by Trustor. Trustor irrevocably and unconditionally waives all rights it has or may have pursuant to any law providing for the allocation of condemnation proceeds between a property owner and a lienholder.

6.6 Maintaining the Property.

a. Insurance.

(i) General Requirements. Trustor shall carry the following insurance on the Property: (A) fire and extended casualty insurance, including coverage against loss of rents and business interruption, with Beneficiary named as the primary loss payee; (B) public liability insurance, with Beneficiary named as an additional insured; and (C) worker's compensation insurance in compliance with the requirements of applicable law on all personnel employed by Trustor, with a contingent employer's liability endorsement

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in favor of Beneficiary. Trustor shall maintain all of the required insurance with companies and in amounts, coverages and forms as Beneficiary, in its sole discretion, requires. All insurance policies shall provide that they cannot be modified or terminated, except on thirty (30) days' written notice to Beneficiary. All required insurance, and all other insurance carried by Trustor, shall be procured at the sole expense of Trustor. If requested to do so by Beneficiary, Trustor shall deliver to Beneficiary the original or certified copies of the policies for all required insurance, and receipts satisfactory to Beneficiary evidencing payment of all applicable premiums. In the event of a foreclosure on the Property, or other transfer of title to the Property in lieu of foreclosure, all of Trustor's interest in any of the required insurance shall pass to Beneficiary, the transferee or the purchaser. Trustor irrevocably authorizes Beneficiary to assign all of the required insurance policies to a transferee or purchaser and to have these policies amended or rewritten to show the interests of the transferee or purchaser.

(ii) Specific Covenants. Subject to changes that Beneficiary may make pursuant to its rights under Section 6.6(a), Trustor agrees that: (A) all fire and extended casualty insurance shall cover all of the Property in an amount not less than the full replacement value of the Property; (B) each required insurance policy shall contain a Lender's loss payable endorsement, mortgagee clause, or other noncontributory mortgagee clause of similar form and substance acceptable to Beneficiary in favor of Beneficiary as a first mortgagee; (C) any insurance policy containing a co-insurance or average clause shall also contain a stipulated value endorsement in an amount and form acceptable to Beneficiary; and (D) business interruption insurance, including rental insurance, shall be in effect for the entire period that any obligation of any kind is secured by the Loan Documents in an amount sufficient to cover any loss of revenues (however denominated under any lease, sublease, license, permit or other agreement pertaining to all or any portion of the Property) for a duration of not less than one year.

(iii) No Liability on Beneficiary or Trustee. Notwithstanding the foregoing, neither Beneficiary nor Trustee shall incur any liability for: (A) the existence, non-existence, form, amount or legal sufficiency of any insurance policy; (B) the solvency or insolvency of any insurer; or (C) the payment of losses. Trustor, for itself and on behalf of its insurers, releases and waives any right to recover against Beneficiary or Trustee on any liability for: (A) damages for injury to or death of persons; (B) any loss or damage to property, including the property of any occupant of the Property; (C) any loss or damage to buildings or other improvements comprising the Property; (D) any other direct or indirect loss or damage caused by fire or other risks, where the loss or damage is or would be covered by the insurance Trustor is required to carry, or is otherwise insured; or (E) claims arising by reason of any of the above, irrespective of any negligence on the part of Beneficiary or Trustee which may have contributed to the loss or damage.

b. Consent to Alter Property. Trustor shall not materially remove, demolish, alter or restore the Property, or initiate or allow any change in any zoning or

other land use classification which affects the Property, except as permitted or required by Beneficiary with Beneficiary's prior written consent.

c. Duty to Repair and Restore. If the Property becomes damaged or destroyed, Trustor shall promptly and completely repair or restore the Property in a good and workmanlike manner in accordance with sound building practices, so long as Beneficiary agrees to disburse any Net Claims Proceeds received toward the payment of the costs of the repair or restoration work.

d. Compliance With Laws and Covenants. Trustor shall not commit or allow any act on or use of the Property which would violate: (i) any applicable law or order of any governmental authority, whether now existing or later to be enacted and whether foreseen or unforeseen; or (ii) any public or private covenant, condition, restriction or equitable servitude affecting the Property. Trustor shall not bring or keep any article on the Property or cause or allow any condition to exist on it, if the article or condition could invalidate or is prohibited by any insurance coverage required to be maintained by Trustor on the Property.

e. No Waste. Trustor shall not commit or allow waste of the Property.

f. Preservation of Value. Trustor shall perform all other acts which from the character or use of the Property may be reasonably necessary to maintain and preserve its value.

6.7 [INTENTIONALLY OMITTED]

6.8 Statements of Condition. Within ten (10) days after Beneficiary requests it to do so, Trustor shall deliver an acknowledged written statement that: (i) sets forth the amount of the indebtedness secured by this Deed of Trust; (ii) states either that no set offs or defenses exist against the Deed of Trust, or, if set offs or defenses exist, states their nature; and (iii) attests to any other matters which Beneficiary requests. Trustor shall pay Beneficiary the charge Beneficiary has established for the issuance of these statements, or the maximum amount allowed by law for this type of statement if this amount is less than Beneficiary's charge. Failure of Trustor to execute, acknowledge and return a requested statement within the specified time period shall be an admission by Trustor that the information contained in any statement provided may be relied on by Beneficiary, any transferee or assignee of Beneficiary, or any other person or entity participating in the Note or this Deed of Trust. If Beneficiary desires to sell or transfer a participation interest in the Note, this Deed of Trust or any other Loan Document, Trustor shall furnish in a timely manner any information concerning the Property and its leases, and the financial condition of Trustor and the Property, that is requested by Beneficiary or any other person connected with the sale or transfer. All financial information shall conform to the standards set forth above and shall be in the form and substance as Beneficiary or any other person connected with the sale or transfer requires.



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6.9 Releases, Extensions, Modifications and Additional Security.

a. Beneficiary. Beneficiary may perform the following acts without incurring any liability or giving notice to any person: (i) release any person liable for payment of any Secured Obligation; (ii) extend the time for or alter the terms of payment of any Secured Obligation; (iii) accept additional real or personal property of any kind as security for any Secured Obligation, whether evidenced by deeds of trust, mortgages, security agreements or any other security instruments; and (iv) alter, substitute or release any property securing any Secured Obligation.

b. No Release of Trustor. The liability of the original Trustor shall not be released if Beneficiary grants any successor in interest to Trustor any extension of time for or alters the terms of payment of any Secured Obligation. Beneficiary shall not be required to comply with any demand by the original Trustor that Beneficiary refuse to grant an extension or modification to, or commence proceedings against, any successor in interest.

c. Trustee. When requested to do so by Beneficiary in writing, Trustee may perform the following acts without incurring any liability or giving notice to any person: (i) consent to the making of any plat or map of the Property; (ii) join in granting any easement or creating any restriction affecting the Property; (iii) join in any subordination or other agreement affecting this Deed of Trust; and (iv) reconvey the Property without any warranty or covenant.

6.10 [INTENTIONALLY OMITTED]

6.11 Compensation, Exculpation and Indemnification.

a. Compensation. Trustor shall pay fees and reimburse expenses in the maximum amounts legally permitted, or, if the law does not provide maximum amounts, reasonable fees as may be charged by Beneficiary and Trustee, for all services that Beneficiary or Trustee render in connection with this Deed of Trust and in any efforts to enforce or defend this Deed of Trust, including Beneficiary's providing a statement of the Secured Obligations, Trustee's rendering of services in connection with a reconveyance, the costs of any foreclosure sale, cost of evidence of title and attorneys' fees whether or not any lawsuits are filed. If Beneficiary chooses to dispose of Property through more than one foreclosure sale, Trustor shall pay all of the cost advances incurred by Trustee or Beneficiary in each foreclosure sale.

b. Exculpation. Beneficiary shall not be directly or indirectly liable to Trustor or any other person, and Trustor expressly waives and releases Beneficiary from all liability, arising from any of the following:

(i) Beneficiary's exercise of or failure to exercise any rights, remedies or powers granted to it in this Deed of Trust or any other Loan Document;

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(ii) Beneficiary's failure or refusal to perform or discharge any obligation or liability of Trustor under this Deed of Trust, any other Loan Document or any other agreement related to the Property; or

(iii) Any loss sustained by Trustor or any third party resulting from Beneficiary's failure to lease the Property, or from any other act or omission of Beneficiary in managing the Property after an Event of Default, unless the loss is caused by the wilful misconduct and bad faith of Beneficiary.

c. Indemnification. Trustor shall indemnify Beneficiary and Trustee against and hold them harmless from all claims, actions, suits, proceedings, judgments, losses, costs, damages, liabilities, deficiencies, fines, penalties, punitive damages and expenses (including cost of evidence of title, cost of evidence of value, court costs, litigation expenses and attorneys' fees) which either may incur: (i) in performing any act required or permitted by this Deed of Trust or any other Loan Document, any other document related to the Property or by law; and (ii) because of any failure of Trustor to perform any of its obligations. This indemnification shall survive the release and cancellation of any of the Secured Obligations and the full or partial release or reconveyance of this Deed of Trust, and shall inure to the benefit of Beneficiary if Beneficiary becomes the successor in interest to the Property.

d. Payment. Trustor shall pay all the financial obligations arising under Section 6.11 immediately on the demand of Trustee or Beneficiary. Each of these financial obligations shall be a part of the principal of the Note, and shall bear interest from the date the obligation arises at the rate then being applied to the principal balance of the Note.

6.12 Defense and Notice of Claims and Actions. At Trustor's sole expense, Trustor shall preserve and defend the Property, and title to and right of possession of the Property, and the security of this Deed of Trust and the rights and powers of Beneficiary and Trustee, against all adverse claims. Trustor shall give Beneficiary and Trustee prompt notice in writing if any claim is asserted which does or could affect any of these matters, or if any action or proceeding is commenced which relates to this type of claim.

6.13 Substitution of Trustee. Beneficiary may substitute a successor to any Trustee under this Deed of Trust in any manner, including by a written instrument executed and acknowledged by Beneficiary and recorded in the recorder's office of the county where the Property is situated. Any recorded instrument shall be conclusive proof of the proper substitution of the successor Trustee. On recordation of the instrument, the successor Trustee shall succeed, without conveyance, to all of the title and powers of the predecessor Trustee.

6.14 Subrogation. Beneficiary shall be subrogated to the liens of all encumbrances, whether released of record or not, which are discharged in whole or in part by Beneficiary

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a. Failure to Make Payment. Trustor fails to make a payment of money arising under Loan Document when due; or, if none is provided therefor, within five (5) days after notice from Beneficiary or Trustee;

b. Failure to Perform. Trustor fails to perform any obligation arising under this Deed of Trust or any other Loan Document other than an obligation to pay money, and does not cure that failure within any cure period specifically provided therefor, or, if none is provided therefor, within thirty (30) days after written notice from Beneficiary or Trustee;

c. Misrepresentation. Any of Trustor's representations or warranties contained in this Deed of Trust or in any other Loan Document are untrue in any material respect;

d. Event of Bankruptcy.

(i) If a court of competent jurisdiction shall enter a decree or order for relief in respect of Trustor in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator or other similar official of Trustor or of any material part of its property, or of all or any part of the Property, or orders the winding up of Trustor's affairs or liquidation of its property, and such decree or order shall continue unstayed and in effect for a period of sixty (60) days; or

(ii) If Trustor shall commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, shall consent to the entry of an order for relief in an involuntary case under any such law, or shall consent to the appointment of a receiver, liquidator, assignee, custodian, trustee sequestrator or other similar official of Trustor or of any material part of its property, or of all or any part of the Property, or shall make any general assignment for the benefit of creditors, or shall fail generally or admit in writing its inability to pay its debts as they become due, or shall take any action in furtherance of any of the foregoing; or

(iii) If a final judgment in excess of Fifty Thousand Dollars (\$50,000) [confirm] shall be rendered by a court of competent jurisdiction against Trustor and if, within thirty (30) days after entry thereof, such judgment shall not have been discharged or bonded, or execution thereof stayed pending appeal, or if, within thirty (30) days after the expiration of any such stay, such judgment shall not have been discharged or bonded;

e. Unauthorized Transfer. A Transfer occurs without the consent of Beneficiary;

f. Default of Secured Obligations. A default occurs under any of the Secured Obligations;

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in accordance with this Deed of Trust or with the proceeds of any loan secured by this Deed of Trust.

6.15 Inspection. Beneficiary and its agents shall have the right to enter and inspect the Property at any reasonable time after providing Trustor with reasonable notice. Beneficiary is under no duty, however, to inspect the Property, and if Beneficiary performs an inspection it shall be solely for the purpose of protecting Beneficiary's security and preserving the rights of Beneficiary and Trustee under the Loan Documents.

6.16 Notice of Change. Trustor shall give Beneficiary notice, in accordance with Section 8.13, of any change in: (i) the location of its place of business, or its chief executive office if it has more than one place of business, (ii) the location of any of the Property, including the Books and Records, and (iii) Trustor's name or business structure. Unless otherwise approved by Beneficiary in writing, all Books and Records shall be located at Trustor's place of business, or chief executive office if Trustor has more than one place of business. All other Property that is personal property will be located on the Property.

## SECTION 7 Default and Remedies

### 7.1 Transfers.

a. Definition. The term "Transfer" means any sale, contract to sell, conveyance, encumbrance, lease (except as contemplated herein), assignment or other transfer of the Property (in excess of \$10,000 per item or in an aggregate of \$50,000 per year), whether voluntary, involuntary, by operation of law or otherwise. "Transfer" also means any Transfer of (in the aggregate) more than a majority of the partnership voting rights in Trustor from Imre Balogh and Carolyn Balogh, such that they no longer possess voting control of Trustor.

b. Consent to Transfer. Trustor acknowledges that the financial standing and managerial and operational ability of Trustor are substantial and material considerations to Beneficiary in extending the Letter of Credit and that any Transfer of the Property will materially impair Beneficiary's reasonable security under this Deed of Trust. Therefore, in order to induce Beneficiary to extend the Letter of Credit, Trustor shall not make any Transfer without Beneficiary's express written consent to the particular transaction and transferee. Beneficiary may, in its sole discretion, withhold consent to a Transfer, or consent to the Transfer only on a modification of the Secured Obligations. If a Transfer occurs without Beneficiary's express written consent, Beneficiary may, in its sole discretion, declare all of the Secured Obligations to be immediately due and payable, and Beneficiary and Trustee may invoke any of the rights and remedies provided in Section 7.3.

7.2 Events of Default. Trustor shall be in default under this Deed of Trust on the occurrence of any of the following (all referred to as "Events of Default"):

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g. Future Advance Notice. If Trustor shall at any time deliver or cause to be delivered to Beneficiary or the Trustee a notice pursuant to the Code of Virginia electing to terminate the effectiveness of the lien of this Deed of Trust as security for advances made or obligations incurred after the date of receipt of such notice;

h. Rezoning. The rezoning of the Land so as to have a material adverse effect on the security provided by this Deed of Trust;

i. Organization Documents. If any material amendment is made to Trustor's limited partnership agreement without the prior written consent of Beneficiary; or

j. Encroachment. The existence of any material encroachment which has occurred without the approval of Beneficiary and which is not removed or corrected within thirty (30) days after the earlier of Beneficiary's written notice to Trustor of the existence thereof of Trustor's discovery thereof; provided however, that if such encroachment cannot be removed or corrected within such thirty (30) day period, the failure to commence the moving or correction thereof within such thirty (30) day period and diligently to prosecute such moving or correction to completion within ninety (90) days after the earlier of such notice from Beneficiary or discovery by Trustor.

7.3 Remedies. Any time after an Event of Default, Beneficiary and Trustee shall be entitled to invoke any of the following remedies:

a. Acceleration. Beneficiary may declare any of the Secured Obligations to be immediately due and payable;

b. Receiver. Beneficiary may obtain from any court the appointment of a receiver for the Property;

c. Entry. Beneficiary, in person, by agent or by court appointed receiver, may enter, take possession of, manage and operate the Property, and may also perform any other acts that Beneficiary, in its sole discretion, considers necessary and appropriate to protect the security of this Deed of Trust, including: (i) taking and possessing all of Trustor's Books and Records; (ii) entering into, enforcing, modifying, or cancelling any lease, sublease, license, permit and other agreement pertaining to all or any portion of the Property on any terms and conditions as Beneficiary, in its sole discretion, considers proper; (iii) obtaining and evicting tenants, fixing or modifying rents, and collecting and receiving payment of any monies owing to Trustor, (iv) completing construction; (v) contracting for and making repairs and alterations; (vi) appearing in or defending any action or proceeding which purports to affect the security of, or the rights or powers of Beneficiary or Trustee under this Deed of Trust; (vii) paying, purchasing, contesting or compromising any encumbrance, charge, lien or claim of lien which Beneficiary or Trustee, in their sole discretion, consider to be (or to possibly be) senior in priority to this Deed of Trust; (viii) obtaining insurance or paying any premiums or charges for insurance required to be carried

under any Loan Document; (ix) otherwise caring for and protecting the Property; and (x) employing counsel, accountants, contractors and other appropriate persons to assist Beneficiary or Trustee. If Beneficiary requests, Trustor shall assemble any of the Property that has been removed from the Property and make it available to Beneficiary on the Property. Trustor irrevocably and unconditionally appoints Beneficiary as its attorney-in-fact to perform acts and execute documents as Beneficiary, in its sole discretion, considers appropriate in connection with taking these measures, including endorsing Trustor's name on any instruments. Regardless of any provision in this Deed of Trust or any other Loan Document, Beneficiary shall not be considered to have accepted any property other than cash or immediately available funds in satisfaction of any obligation of Trustor to Beneficiary;

d. Uniform Commercial Code. Beneficiary may exercise any of the remedies granted to a secured party under the Virginia Uniform Commercial Code;

e. Judicial Action. Beneficiary may bring an action in any court of competent jurisdiction to foreclose this Deed of Trust, or to obtain specific enforcement of any of its covenants or agreements; and

f. Enforcement.

(i) Beneficiary, at its option, may effect the foreclosure of this Deed of Trust by directing Trustee to sell the Property, or any interest therein or any part thereof, at public auction at such time and place, and upon such terms and conditions, as Beneficiary may deem expedient or as may be required or permitted by applicable law. Trustee shall first have given notice prior to the sale of the Property as to the time, place and terms of sale by publication once a week for two (2) successive weeks in a newspaper published or having a general circulation in Pulaski County, as may be required or permitted by law. Such advertisement shall set forth a description of the property to be sold and shall identify the property by street address, if any, or if none, shall give the general location of the property with reference to streets, routes or known landmarks. The Trustee shall give written notice of such sale at least five (5) days prior thereto by certified mail, return receipt requested, to the then owners of the Property at their last known address as such owners and addresses appear in the records of Beneficiary. The Trustee shall also give written notice of such sale to Trustor at its last known address as it appears in the records of Beneficiary. In the event of any sale under the terms of this Deed of Trust, Trustor shall pay a reasonable fee to Trustee which shall be in lieu of all other fees and commissions permitted by statute or custom to be paid, reasonable attorneys' fees and all expenses incurred in obtaining or continuing abstracts of title for the purpose of any such sale.

(ii) Beneficiary shall have the right from time to time to enforce any legal or equitable remedy against Trustor including, without limitation, suing for any portion of the Secured Obligations or any other sums required to be paid under the terms of this Deed of Trust, as the same become due, without regard to whether the same shall then be

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due, and without prejudice to the right of Beneficiary thereafter to enforce any other remedy including, without limitation, an action of foreclosure, whether or not such other remedy is based upon an Event of Default which existed at the time of commencement of an earlier or pending action, and whether or not such other remedy is based upon the same Event of Default upon which an earlier or pending action is based.

g. Purchase by Beneficiary. Upon any foreclosure sale, Beneficiary may bid for and purchase the Property or any part thereof and shall be entitled to apply all or any part of the Secured Obligations as a credit to the purchase price.

h. Application of Proceeds of Sale. In the event of a foreclosure sale of all or any portion of the Property, the proceeds of said sale shall be applied in the manner prescribed by Beneficiary, subject to applicable law, with any surplus being paid to Trustor or any other person or entity who may be lawfully entitled thereto.

i. Leases. Beneficiary and Trustee, at their option, are authorized to foreclose this Deed of Trust subject to the rights of any tenants in the Property, if any, and the failure to make any such tenants parties to any such foreclosure proceedings and to foreclose their rights will not be, nor be asserted to be by Trustor, a defense to any proceedings instituted by Beneficiary to collect the Indebtedness.

j. Discontinuance of Proceedings. In case Beneficiary or Trustee shall have proceeded to enforce any right, power or remedy under this Deed of Trust by foreclosure, entry or otherwise, and such proceeding shall have been withdrawn, discontinued or abandoned for any reason, or shall have been determined adverse to Beneficiary or Trustee, then in every such case (a) Trustor, Beneficiary and Trustee shall be restored to their former positions and rights, (b) all rights, powers and remedies of Beneficiary and Trustee shall continue as if no such proceeding had been taken, (c) each and every Event of Default declared or occurring prior or subsequent to such withdrawal, discontinuance or abandonment shall be or shall be deemed to be a continuing Event of Default and (d) neither this Deed of Trust, the Secured Obligations nor any other of the Loan Documents shall be deemed to have been reinstated or otherwise affected by such withdrawal, discontinuance or abandonment.

k. No Reinstatement. If an Event of Default shall have occurred and Beneficiary or Trustee shall have proceeded to enforce any right, power or remedy permitted hereunder, then a tender of payment by Grantor or by anyone on behalf of Trustor of the amount necessary to satisfy all sums due hereunder made at any time prior to foreclosure, or the acceptance by Beneficiary of any such payment so tendered, shall not constitute a reinstatement of this Deed of Trust.

l. Remedies Cumulative. No right, power or remedy conferred upon or reserved to Beneficiary or Trustee by this Deed of Trust is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy set forth in

this Section 7 or elsewhere in this Deed of Trust shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law, in equity or by statute.

m. Suits to Protect the Property. Beneficiary shall have the power (a) to institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Property by any acts which may be unlawful or in violation of this Deed of Trust, (b) to preserve and protect its interest in the Property and in the income arising therefrom, and (c) to restrain the enforcement of, or compliance with, any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement or compliance with such enactment, rule or order would impair the security hereunder or be prejudicial to the interest of Beneficiary.

n. Marshalling. At any foreclosure sale, the Property may, at Beneficiary's option, be offered for sale for one total price and the proceeds of such sale accounted for in one account without distinction between the items of security or without assigning to them any proportion of such proceeds, Trustor hereby waiving the application of any doctrine of marshalling. In case Beneficiary and Trustee, in the exercise of the power of sale herein given, elect to sell the Property in parts or parcels, such sales may be held from time to time, and the power shall not be full executed until all of the Property not previously sold shall have been sold.

o. Security Deposits. If Trustor shall obtain from any tenant or subtenant under any lease including the Mar-Bal Lease, a deposit to secure such tenant's or subtenant's obligations, such funds, following any Event of Default under this Deed of Trust, shall be deposited with Beneficiary in accounts maintained by Beneficiary in its name, but any such deposits shall be returned to Trustor when required by the terms of any such lease, to be paid over to the tenant or subtenant. Trustor represents that the provisions of any applicable laws relating to security deposits have been satisfied with respect to each existing tenant, subtenant or occupant of the Property and agrees that they will be satisfied with respect to each new tenant, subtenant, or occupant of the Property. Trustor will furnish details of such satisfaction from time to time upon the request of Beneficiary in such detail as Beneficiary may require.

p. Waiver of Appraisalment, Valuation. Trustor agrees, to the fullest extent permitted by law, that in case of an Event of Default, neither Trustor nor anyone claiming through or under Trustor will set up, claim or seek to take advantage of any moratorium, reinstatement, forbearance, appraisalment, valuation, stay, extension, homestead, exemption or redemption laws now or hereafter in force in order to prevent or hinder the enforcement of foreclosure of this Deed of Trust or any term, condition, covenant or agreement of any of the other Loan Documents, or the absolute sale of the Property or the delivery of possession thereof immediately after such sale to the purchaser at such sale. Trustor, for itself and all who may at any time claim through or under it, hereby waives to



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the full extent that it may lawfully so do, the benefit of all such laws and any and all right to have the assets subject to the lien of this Deed of Trust marshalled upon any foreclosure.

**SECTION 8**  
**Miscellaneous**

8.1 Acceptance of Trust. Trustee shall be deemed to have accepted this trust when this Deed of Trust is recorded.

8.2 Additional Provisions. The other Loan Documents fully state all of the terms and conditions of the parties' agreement regarding the matters mentioned in or incidental to this Deed of Trust. These Loan Documents also grant further rights to Beneficiary and contain further agreements and affirmative and negative covenants by Trustor which apply to this Deed of Trust and to the Property.

8.3 Amendments. This Deed of Trust shall not be amended except by a writing executed by Beneficiary and Trustor, and recorded or filed as required by applicable law for the giving of constructive notice.

8.4 Commingleing of Funds. Sums collected or retained by Beneficiary need not be held in trust. Beneficiary may commingle all collected sums with its general assets and shall not be liable for the payment of any interest or other return except to the minimum extent required by law.

8.5 Execution of Documents. On request by Beneficiary or Trustee, Trustor shall execute, with acknowledgement or affidavit if required, all documents and instruments required to effectuate the provisions of this Deed of Trust.

8.6 Exercise of Rights and Remedies. The rights and remedies of Beneficiary and Trustee under this Deed of Trust are in addition to the rights and remedies Beneficiary and Trustee have under the Note and any other Loan Document, and Beneficiary or Trustee may pursue their rights and remedies singly, successively or together in any order of priority that they, in their sole discretion, choose. Beneficiary or Trustee may apply to any court of competent jurisdiction to enforce the rights and remedies created under this Deed of Trust and to confirm or provide for the execution of its terms. Beneficiary may take any of the actions permitted under Sections 7.3(b) and 7.3(c) regardless of the adequacy of the security for the Secured Obligations, or whether any of the Secured Obligations have been declared to be immediately due and payable or whether notice of default and election to sell has been given under this Deed of Trust. If Beneficiary or Trustee performs an act which it is authorized to perform under this Deed of Trust, that act alone shall not release the personal liability of Trustor or any other person for the payment and performance of the outstanding Secured Obligations, or the lien of this Deed of Trust on the Property for full payment and performance of all the Secured Obligations.

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8.7 Exhibits. The following exhibits attached to this Deed of Trust are incorporated herein by this reference:

Exhibit A: Description of Property  
Exhibit B: Permitted Encumbrances

8.8 Governing Law. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Virginia, except that Federal law shall apply to the extent that Beneficiary may have greater rights under Federal laws.

8.9 [Intentionally Omitted].

8.10 Interpretation. The titles and headings of the various sections of this Deed of Trust are used only for convenience of reference and do not explain, modify or place any construction on any of the provisions of this Deed of Trust. Whenever the context requires, the singular or plural number shall include the other number, and each gender shall include all other genders. No listing of specific items or matters shall limit the scope of the language of this Deed of Trust. The term "including" is used in its broadest sense to mean "including, without limitation," and shall not be construed to limit any statements or matters preceding it. The term "obligation" is used in its broadest sense, and includes all primary, secondary, direct, indirect, fixed and contingent obligations; and all principal, interest, prepayment charges, late charges and loan fees; and all obligations to perform acts or satisfy conditions. Whenever the terms "prompt notice" or "notify immediately" or words of similar import are used to refer to any notice to be given or any act to be performed by Trustor, they shall mean notice given or act performed not later than fifteen (15) days after the occurrence of the event for which notice or action is required, unless another time period is made expressly applicable.

8.11 Joint and Several Liability. If Trustor consists of more than one person, each person shall be jointly and severally liable for the faithful performance of all of Trustor's obligations under this Deed of Trust.

8.12 Merger. No merger shall occur as a result of Beneficiary's acquiring any other estate in or any other lien on the Property unless Beneficiary consents to a merger in writing.

8.13 Notices. Unless otherwise expressly stated in this Deed of Trust, all notices given under it shall be given as provided in the Agreement of Sale.

8.14 No Waiver. The failure of Beneficiary or Trustee to pursue any right or remedy under this Deed of Trust shall not constitute a waiver, release or election of their rights to pursue the right or remedy on the basis of the same or a subsequent breach. Nor shall the occurrence of any of the following events be deemed a waiver or cure of any breach, Event of Default or notice of default, nor shall it in any way impair the security of

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this Deed of Trust, nor shall it prejudice Beneficiary, Trustee or any receiver in any manner: (i) Beneficiary or its agent or a receiver takes possession of the Property in the manner provided in Section 7.3(c); (ii) Beneficiary makes an inspection of the Property as permitted under Section 6.15; or (iii) Beneficiary receives any sums under this Deed of Trust, including Rents, Claims Proceeds and proceeds of any collateral held for any of the Secured Obligations, and applies them to one or more Secured Obligations. Consent by Beneficiary or Trustee to any act or omission by Trustor shall not be construed as a consent to any other act or omission, nor shall it be construed to be a waiver of the requirement that the consent of Beneficiary or Trustee be obtained for any other act or omission. Each waiver by Beneficiary or Trustee must be in writing, and no waiver shall be construed as a continuing waiver.

8.15 Reconveyance. When all of the Secured Obligations have been paid in full, Beneficiary shall request Trustee in writing to reconvey the Property, and shall surrender to Trustee this Deed of Trust and all notes and instruments evidencing the Secured Obligations. When Trustee receives Beneficiary's written request for reconveyance and all sums owing to it by Trustor, Trustee shall reconvey the Property, or so much of it as is then held under this Deed of Trust, without warranty to the person legally entitled to it. The person to whom the Property is reconveyed shall pay all costs of recordation. In the reconveyance, the grantee may be described as "the person or persons legally entitled thereto," and the recitals of any matters or facts shall be conclusive proof of their truthfulness. Neither Beneficiary nor Trustee shall have any duty to determine the rights of persons claiming to be rightful grantees of any reconveyance.

8.16 Severability. If any provision in this Deed of Trust is determined to be illegal or unenforceable, all other provisions shall remain in effect, except that if the illegal or unenforceable provision relates to the payment of any monetary sum, then Beneficiary may, in its sole discretion, declare all Secured Obligations immediately due and payable.

8.17 Standards of Discretion. Nothing contained in the Note, this Deed of Trust, or any other Loan Document shall limit the right of Beneficiary to exercise its business judgment in a subjective manner with respect to any matter as to which it has specifically been granted the right to act in its sole discretion or judgment, whether or not "objectively" reasonable under the circumstances, and any exercise shall not be considered inconsistent with any covenant of good faith and fair dealing implied by law to be a part of the Note, this Deed of Trust or any other Loan Document. This provision is intended only to affirm the standards pursuant to which the exercise of Beneficiary's discretion is to be measured and shall not be an acknowledgement by the parties that a covenant of good faith and fair dealing is implied or is a part of the Note, this Deed of Trust or any other Loan Document.

8.18 Status and Obligation of Trustee. Trustee shall be the agent of Beneficiary and Trustor, but only as to the rights, duties, powers, obligations, terms, covenants and conditions contained in this Deed of Trust, and Trustee's rights, duties and obligations as agent shall be limited to and construed in accordance with the terms of this Deed of Trust.

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Beneficiary and Trustor acknowledge their intent that no other right, duty or obligation shall be implied as a result of the agency relationship between them. Trustee shall have no obligation to perform any act which it is empowered to perform under this Deed of Trust unless it is requested to do so in writing and is reasonably indemnified against loss, liability and expense.

8.19 Successors in Interest. The terms and conditions of this Deed of Trust shall be binding on and inure to the benefit of the heirs, successors and assigns of the parties. As used in this Deed of Trust, the term "Trustor" includes the original signatory as Trustor and each of its heirs, successors and assigns; the term "Beneficiary" includes the named Beneficiary and each of its successors and assigns and any future owner or holder, including pledgee and participants, of the Note or any Loan Document; and the term "Trustee" includes the original Trustee and each of its successors and assigns. Notwithstanding the foregoing, the provisions of Section 7.1(b) shall remain in full force and effect.

8.20 Waiver of Marshalling. Trustor waives all legal and equitable rights it may now or later have to require marshalling of assets or to require the sale of assets in a particular order on foreclosure. Each successor and assign of Trustor, including any holder of a lien subordinate to this Deed of Trust, by acceptance of its interest or lien, agrees that it shall be bound by the above waiver as if it had given the waiver itself.

8.21 Waiver of Statute Of Limitations. Until all of the Secured Obligations have been paid and performed in full, Beneficiary's rights shall continue even if all or any portion of the indebtedness is outlawed. Trustor waives and agrees not to assert or take advantage of any applicable statutes of limitation.

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IN WITNESS WHEREOF, Trustor has signed this Deed of Trust effective as of the date first set forth above.

TRUSTOR:

THE BALOGH REAL ESTATE  
LTD. PARTNERSHIP

By: [Signature]  
Name: EMRE BALOGH  
Title: PRESIDENT

Witnessed by:

[Signature]  
NANCY B. GATHERS  
(print name)

[Signature]  
Carolyn E. Balogh  
(print name)

STATE OF OHIO

COUNTY OF Cuyahoga

)  
) SS:  
)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named THE BALOGH REAL ESTATE LTD. PARTNERSHIP, INC., an Ohio limited partnership, by Emre Balogh, its general partner, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of him personally and as such officer. p. 13

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 7<sup>th</sup> day of October, 1995.

[Signature]  
Notary Public

NANCY B. GATHERS, Notary Public  
State of Ohio  
My Commission Expires Sept. 17, 1999

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EXHIBIT A

Located in the County of Pulaski, State of Virginia:

BEGINNING at a post set in concrete at a common corner between lands of Burlington Industries and the United States Army Reserve, said point being located approximately 815 feet northwestward from the northwest line of Virginia State Highway No. 611; thence with nine lines of land of said Burlington Industries, with a fence, N 69 43' 24" W. 171.96' to a post set in concrete; thence N 79 35' 55" W. 124.42' to a post set

in concrete; thence S 63 49' 02" W. 237.21 to a post set in concrete; thence S 84 16' 19" W. 119.34' to a post set in concrete; thence N 76 26' 34" W. 361.48' to a post set in concrete; thence N 49 02' 08" W. 434.14' to a post set in concrete; thence N 55 51' 04" W. 377.26' to a post set in concrete; thence N 42 51' 41" W. 234.92' to a post set in concrete; thence N 36 26' 06" W. 75.40' to an iron pipe stake at a corner of the E. Ray Lemon 7.02 acre parcel; thence with two lines of the same; N 49 55' 00" E. 508.70' to an iron pipe stake; thence N 40 05' 00" W. 870.60' to an iron pipe stake in a line of land of Burlington Industries; thence with three lines of the same N 3 32' 53" E. 681.23' to a metal post set in concrete; thence N 89 05' 00" E. 2,202.67' to a metal post set in concrete; thence N 0 54' 11" W. 824.64' to an iron rod, at a corner of land of the United States Government; thence with three lines of the same S 76 06' 57" E. 693.20'; thence S 43 58' 28" E. 515.29' to a metal fence post; thence S 38 49' 28" E. 9.04' to a metal fence post on the south side of an old plat road, at a corner of property of Riggs Industries; thence along the south side of said plat road, three lines with said Riggs Industries property, S 45 26' 24" W. 96.12' to a point; thence S 69 01' 31" W. 106.38' to an iron pipe stake; thence S 81 16' 29" W. 460.28' to an iron pipe stake in pavement; thence continuing with Riggs Industries property, four lines, S 8 24' 16" E. 350.00' to an iron pipe stake; thence S 13 44' 55" W. 539.63' to an iron pipe stake on the south side of an old plat road; thence S 69 36' 24" E. 521.34' to an iron pipe stake; thence S 74 21' 19" E. 160.11' to an iron pipe stake on the west side of an old plat road at a corner of land of the United States Government; thence with said land, along the westerly line of said road; S 20 32' 00" W. 17.14'; thence S 38 46' 36" W. 424.16' to a post; thence leaving said road, S 77 00' 00" W. 406.30' to a post; thence partially with United States Government land, and continuing with U.S. Army Reserve land, S 27 52' 45" W. 1,199.06' to the Beginning and containing 140.14 acres, as shown on plat of survey prepared by R. Lloyd Mathews, LS, dated March 9, 1988, recorded in Plat Cabinet 1, Slide 255, page 1.

Description of the Center Line of 40 foot right-of-way from Flow General Property to Virginia State Highway No. 611.

BEGINNING at a point located N 27 52' 45" E. 70.00 from the Beginning Corner of the 140.14 acre Tract: thence S 70 39' 00" E. 320.00' to a point thence S 60 27' 00" E. 495.00' to a point in the northwesterly line of Virginia State Highway No. 611 4,800 feet, more or less, eastward from State Highway No. 682, as shown on plat of survey prepared by R. Lloyd Mathews, LS, dated March 9, 1988, recorded in Plat Cabinet 1, Slide 255, page 1.

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EXHIBIT B

9. Easement reserved in Quitclaim Deed granted Stanley C. Frank and Mary Cope Frank and Cope Ford, Inc., a Va. corporation, from United States of America by instrument dated April 22, 1963, recorded in Deed Book 210, page 1, also shown on plat of survey prepared by R. Lloyd Mathews, dated March 9, 1988, of record in Plat Cabinet 1, slide 255, page 1.
10. Easement reserved in Quitclaim Deed granted Riggs, Inc., a Va. corporation, from Stanley C. Frank and Mary Cope Frank, et al, by instrument dated February 10, 1967, recorded in Deed Book 238, page 296.
11. Easement reserved in Quitclaim Deed granted Appalachian Power Company from Cope - Ford Inc. by instrument dated January 27, 1967, recorded in Deed Book 238, page 599.
12. Easement reserved in Quitclaim Deed granted Appalachian Power Company from Stanley C. Frank and Mary C. Frank by instrument dated January 27, 1967, recorded in Deed Book 23 page 10.
13. Easement reserved in Quitclaim Deed granted Chesapeake and Potomac Telephone Company of Virginia from Cope Ford, Inc., et al by instrument dated March 18, 1967, recorded in Deed Book 239, page 143.
14. Easement reserved in Quitclaim Deed granted the United States of America from Stanley Frank and Mary Cope Frank, et al by instrument dated May 5, 1976, recorded in Deed Book 313, page 154.
15. Easement reserved in Quitclaim Deed granted Riggs Industries, Inc., a Va. corporation, from Stanley C. Frank and Mary Cope Frank, et al, by instrument dated February 28, 1977, recorded in Deed Book 319, page 651.
16. Overhead utility line(s) crossing insured premises as shown on the plat of survey prepared by R. Lloyd Mathews, LS, dated March 9, 1988.
17. Natural Gas and water line crossing central parts of insured premises as shown on plat of survey prepared by R. Lloyd Mathews, LS, dated March 9, 1988.
18. Underground water and sewer lines crossing insured premises as shown on plat of survey prepared by R. Lloyd Mathews, LS, dated March 9, 1988 (shown as 30 foot sanitary sewer and waterline easements on plat of survey made by Robert C. Bolles, Jr., Land Surveyor, of Draper Aden Associates, dated September 11, 1995).
19. Rights of others in and to the appurtenant 40 ft. right of way for access to Rt. 611 as set forth in the description (Schedule A) and also set forth in Quitclaim Deed in Deed Book 210, page 1.

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20. Agreement between Stanley C. Frank and Mary K. Frank and Thomas E. McGovern and Delor V. McGovern and the Commonwealth of Virginia, acting by and through the Department of Highway and Transportation dated January 21, 1976 of record in Deed Book 311, page 677.
21. Possible roads crossing insured premises and possible encroachments by abandoned buildings located on insured premises. (See Survey Note #1 of hereinafter referenced survey.) Note: Upon receipt of a surveyor's report in conjunction with survey made Robert C. Bolles, Jr., Land Surveyor, of Draper Aden Associates, dated September 11, 1995, this exception may be deleted.

VIRGINIA  
IN THE CLERK'S OFFICE OF  
PULASKI COUNTY  
CIRCUIT COURT ON THE 12TH DAY OF  
OCTOBER, 1995 AT 12:11PM  
INSTRUMENT 05503399 WAS RECEIVED AND  
UPON CERTIFICATION OF ACKNOWLEDGEMENT  
HEREBY GRANTED, ADMITTED TO RECORD.  
THE STATE TAX IMPOSED BY SEC. 58.1-802  
OF THE VIRGINIA CODE, HAS BEEN PAID IN  
THE AMOUNT OF: \$1.00  
LOCAL: \$1.00  
TOTAL: \$2.00  
RECEIVED: PULASKI COUNTY CLERK  
CLERK OF CIRCUIT COURT

*Brenda M. Lusk* D.C.

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CASE NUMBER R-74804



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III.b

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**ATTACHMENT - III.b**

Grantor	Grantee	Deed Date	Record Date	Book / Page	Notes
(b) (6) and (b) (6) Trustors	Riggs Industries, Inc., Beneficiary	May 6, 1994	May 9, 1994	537 / 197	See Attachment III.b.

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THIS DEED OF TRUST made this 6th day of May, 1994,  
by and between CHARLES D. MEADE and W. GERALDINE MEADE, husband  
and wife, parties of the first part, hereinafter referred to as  
GRANTORS, and EUGENE L. NUCKOLS, T. RODMAN LAYMAN and K. MIKE  
FLEENOR, JR., Pulaski, Virginia, any one or more of whom may act,  
parties of the second part, hereinafter referred to as TRUSTEES,

W I T N E S S E T H :

THAT for and in consideration of the sum of Five Dollars  
(\$5.00), and other good and valuable consideration, the receipt  
of which is hereby acknowledged, the GRANTORS do hereby grant  
and convey unto the TRUSTEES, and their duly appointed  
successors, with General Warranty of Title, all that certain  
tract or parcel of real estate, together with all the  
improvements thereon and all the easements and appurtenances  
thereunto in anywise appertaining, situate, lying and being in  
the Massie Magisterial District, County of Pulaski, Virginia,  
described in Schedule A attached hereto and specifically made a  
part hereof.

THIS CONVEYANCE IS MADE IN TRUST, HOWEVER, to secure  
the payment of a debt from the GRANTORS to Riggs Industries, Inc. in  
the principal sum of

NINETY-THREE THOUSAND DOLLARS (\$93,000.00)

and to secure the ultimate payment of a certain negotiable  
promissory note evidencing said indebtedness, without interest  
thereon, in said principal sum of Ninety-Three Thousand Dollars  
(\$93,000.00) executed by the GRANTORS, and payable to:

RIGGS INDUSTRIES, INC., or order,

as follows: Three Thousand Dollars (\$3,000.00) on May 1, 1994,  
and in successive yearly installments of Ten Thousand Dollars  
(\$10,000.00) beginning May 1, 1995, and the remaining  
installments on the same day of each succeeding year until the  
entire obligation hereby secured, shall have been fully paid,  
except that the entire indebtedness evidenced hereby, if not  
sooner paid, shall be due and payable on the 1st day of May,  
2003.

The holder of the note may collect a "late charge" not  
to exceed 5 cents for each dollar of each payment more than 15  
days in arrear to cover the extra expense involved in handling  
delinquent payments.

THIS DEED OF TRUST, except where herein otherwise  
provided, shall impose and confer upon the parties hereto and the  
beneficiary or beneficiaries hereunder the duties, rights and  
obligations provided in Sections 55-59 and 55-60 of the Code of  
Virginia of 1950, and amendments thereto, and Section 26-49 as to  
substitution of trustees and in short form as provided in Section  
55-60:

Deferred purchase money. Renewal or extension permitted.  
Exemptions waived. Subject to all upon default.

Advertisement required: Once a week for two consecutive  
weeks in one or more newspapers published in the County or  
City in which said property is located or having general  
circulation therein.

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Substitution of Trustee permitted.

Right of anticipation reserved without penalty.

THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY CONVEYED.

And the GRANTORS, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the TRUSTEES or their successors in office, all rents, issues and profits accruing or falling due from said premises after default under the terms of this trust, and the TRUSTEES are hereby authorized, in the event of such default, to take charge of and rent said property, and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the trust under the terms and conditions herein set forth.

All powers conferred by this instrument on said TRUSTEES may be exercised by any one or more of said TRUSTEES, and any TRUSTEE is empowered to execute a Deed of Release of any portion of the within described real estate upon the request of the GRANTORS and with the consent of the noteholder.

It is agreed that any sale hereunder may be postponed by oral announcement of the time and place thereof without any further notice necessary, and that TRUSTEES shall receive a commission of 5% of the gross proceeds of sale.

WITNESS the following signatures and seals:

Charles D. Meade (SEAL)  
Charles D. Meade

W. Geraldine Meade (SEAL)  
W. Geraldine Meade

STATE OF VIRGINIA  
COUNTY OF PULASKI, to-wit:

The foregoing instrument was acknowledged before me  
this 6th day of May, 1994, by Charles D. Meade and W.  
Geraldine Meade.

My commission expires: DECEMBER 30, 1995

Jennifer J. Bous  
Notary Public

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SCHEDULE A

All that certain tract or parcel of real estate, and all improvements thereon, situate, lying and being in Ingles Magisterial District, County of Pulaski, Virginia, described as follows, to-wit:

BEGINNING at an iron pin by a post in a fence line, thence North 74° 23' West 160.11 feet to an iron pin; thence North 69° 40' West 521.34 feet to a point; thence North 8° 25' West 350 feet to an iron pin in the south line of a road; thence with said line North 81° 16' East 460.28 feet to a cedar, North 68° 57' East 106.38 feet to an iron pin and North 45° 25' East 96.12 feet to a metal fence post; thence South 38° 56' East 302.42 feet to a metal fence post; thence North 76° 54' East 480.73 feet to a metal fence post; thence North 57° 08' East 382.85 feet to a point; thence South 45° 34' East 585 feet to an iron pin in a fence; thence with said fence South 67° 36' West 1410.82 feet to a post; thence South 15° 04' West 178.95 feet to a post; thence South 24° 00' West 253.7 feet to the point of BEGINNING, containing 31.38 acres as shown on a plat prepared by R. Lloyd Mathews, Registered Surveyor, dated February 1, 1977, which said plat is of record in the Clerk's Office of the Circuit Court of Pulaski County, Virginia, in Plat, Cabinet 1, Slide 218, page 131.

And being the same real estate that was conveyed unto the GRANTORS herein by deed of even date from Riggs Industries, Inc., a Virginia Corporation, to be recorded contemporaneously herewith, to all of which reference is here made.

This conveyance is subject to reservation of life estate set out in the hereinabove deed, based on the life of Raymond Riggs plus thirty (30) days from the date of his death, to a portion of said real estate and containing the southwest corner of said real estate and containing the "Old Bag Loading Building", an L-shaped structure, and more particularly described as follows:

BEGINNING at a point in the far southwest corner of said real estate and running South 69° 40' East from said point for a distance of thirty-five (35) feet beyond the southeast corner of said building; thence in a straight line in a northeast direction to a point thirty-five (35) feet beyond the northeastern corner of said building, running parallel to the southeastern wall and porch of said building; thence in a straight line and northwesterly direction parallel to and thirty-five (35) feet from the most northerly wall of said building to a point in the west line of the property herein conveyed, and thence South 13° 44' West to the point of BEGINNING.

There is EXCEPTED and RESERVED from this conveyance all easements, rights of way, and rights reserved by the United States of America in deed dated the 22nd day of April, 1963, of record in the aforesaid Clerk's Office in Deed Book 210, page 1 and any other easements and rights heretofore reserved or granted across the above described premises.

VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF PULASKI COUNTY,  
THIS INSTRUMENT, WITH THE CERTIFICATE OF RECORD THEREON, IS ADMITTED TO RECORD AT 12:52 O'CLOCK P.M.  
59 1984  
TAX IMPOSED BY SECTION 58-54.1

BY: *Richard M. Dunsay* CLERK  
BOOK 537 PAGE 199

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ATTACHMENT - IV

Grantor	Grantee	Deed Date	Record Date	Book / Page	Notes
Glen Wilton Corporation, a Virginia corporation	The Standard Lime and Stone Company, a Maryland corporation	March 2, 1939	March 20, 1939	88 / 522	Lessor leased land on which slag piles were located to enable lessee to remove the slag pursuant to the incorporated Agreement of Sale ( <i>see Notes in Agreements</i> section, below). The lease was a 5- year lease with 5 one-year option periods. <i>See Attachment IV.</i>

The said party of the first part covenants that it has the right to convey said land to the grantee; that the grantee shall have quiet possession thereof, free from all encumbrances; that it will execute such further assurances of the said land as may be requisite; that it has done no act to encumber the said land, and that it is seized in fee simple thereof, (\$18.50, U. S. Int. Revenue Stamps attached and cancelled)

WITNESS the following signature and seal:

(SEAL: of, Roaring Run Land Company:)

ATTEST:

J. H. Drewry, Secretary.

THE ROARING RUN LAND COMPANY

By

A. C. Ford

President

STATE OF VIRGINIA,  
City of Clifton Forge, To-wit:

I, H. R. Larrick, a Notary Public for the City aforesaid, in the State of Virginia, hereby certify that A. C. Ford, whose name as President of The Roaring Run Land Company, a Corporation, and J. H. Drewry, whose name as Secretary of said Company, are signed to the foregoing writing bearing date on the 20 day of February, 1939, have acknowledged the same before me in my City aforesaid, and in the name and on behalf of the said The Roaring Run Land Company, acknowledged the said writing as the act and deed of the said Company, and that the seal affixed to the said writing is the true corporate seal of said Company and that it has been affixed thereto by due authority.

My commission expires on the 6 day of December, 1941.

Given under my hand this 20 day of February, 1939.

(Notary Seal)

H. R. Larrick

Notary Public

VIRGINIA: In Alleghany Circuit Court Clerk's Office, March 2, 1939, This Deed was this day presented in the said office and with the certificate annexed, admitted to record at 3:45 P. M. The same having thereto affixed Eighteen Dollars and Fifty Cents in United States Documentary Stamps duly cancelled.

Teste:

Olin J. Payne

Clerk.

In the office of the Clerk of the Circuit Court of Botetourt County, March 17th, 1939. This Deed was this day presented in said office and with certificates and recordation thereto annexed, admitted to record at 9/30, o'clock, A. M. Teste:--

*Turner M. L. Lowry* Clerk.  
*By R. L. Hausman* Deputy Clerk.

#### THIS CONTRACT OF SALE AND LEASE AGREEMENT

made and entered into this 2nd day of March, 1939, by and between GLEN WILTON CORPORATION, a corporation duly organized and existing under the laws of the State of Virginia, party of the first part, and THE STANDARD LIME AND STONE COMPANY, a corporation duly organized and existing under the laws of the State of Maryland, party of the second part.

WITNESSETH:-- That for and in consideration of the cash payment hereinafter set forth, and in the further consideration of the royalties, covenants, conditions and lease agreement herein contained, the parties hereto contract and agree as follows,

(1) The said party of the first part does hereby sell and convey unto the said party of the second part, for the sum of Two Thousand (\$2000.00) Dollars, cash in hand paid, the receipt of which is hereby acknowledged, all of the "slag" except waste slag as hereinafter defined, located on the "Glen Wilton Property" at Glen Wilton, in the County of Botetourt, State of Virginia, the estimated tonnage of which said slag is forty thousand (40,000) net tons, PROVIDED HOWEVER, if and when said slag is removed, and in the event the amount exceeds forty thousand (40,000) net tons railroad weight, exclusive of waste slag, then said party of the second part agrees to pay five (5¢) cents per net ton railroad weight royalty for each ton removed in excess of the above forty thousand (40,000) net tons.

(2) The said party of the second part shall have five (5) years from the date of this agreement in which to remove said slag, however, in the event all of said slag is not removed within five years, then said party of the second part shall have the right to continue this agreement under its same terms and conditions, from year to year, upon the payment to the party of the first part, its successors and/or assigns, the sum of Fifty (\$50.00) Dollars per year, the first of which said yearly payments shall be made within thirty days.



within thirty days after the expiration of subsequent years, the maximum number of years, however, of all said yearly extensions shall not exceed a total of ten (10) years.

(3) It is further agreed between the parties hereto that Mr. W.W. Zimmerman, who is now President of Glen Wilton Corporation, may remove waste slag for his personal roads from the piles herein sold to the party of the second part, but said removal shall only be from the piles as designated by the party of the second part, and the amount which he is entitled to remove shall at all times be subject to the decision of the party of the second part.

(4) The party of the first part does hereby LEASE to the party of the second part the ground where the said slag piles are now located, and also a sufficient part of the ground around said slag piles for the purpose of removal of said slag, and the said party of the second part shall have the right of ingress and egress over such portion of the said real estate of the Glen Wilton Corporation as may be reasonably necessary for its operations aforesaid, and the removal of said slag from said premises to the railroad siding, or elsewhere. The said party of the second part shall at all times have the right to screen and remove said slag either in its own behalf, or shall have the right and privilege of contracting with anyone of its choice to screen, load and remove said slag from said premises to the railroad siding.

(5) It is understood and agreed that "Waste slag" is that part of the run of said slag that is not selected by the party of the second part for its use, and the party of the first part shall be entitled to sell or otherwise dispose from time to time of the accumulation of said waste slag, and said waste slag sold and removed by the party of the first part, its successors and/or assigns, whenever the party of the second part advises the party of the first part, its successors and/or assigns, that certain portions of said slag are waste and will not be removed by the party of the second part.

(6) The party of the second part agrees to use reasonable care in the screening and removing of said slag from said premises of the Glen Wilton Corporation, so as not to unnecessarily damage any farming property adjacent to the premises where the said slag is located.

(7) Annual statements of the amount of slag removed from said premises shall be rendered to the party of the first part by the party of the second part until a minimum of forty thousand (40,000) net tons is removed, and upon the removal of the said Forty thousand (40,000) net tons a statement shall be rendered within a reasonable time after said date, and thereafter monthly statements shall be rendered to the party of the first part, its successors and/or assigns, and the royalty of five (5¢) cents per net ton for all slag in excess of the said forty thousand (40,000) net tons, if any, shall then be paid at the end of each month after removal, and said party of the first part, its successors and/or assigns, shall have access at all times to the shipping records and other records, pertaining to the removal of the slag, which shall be kept by the party of the second part.

(8) The party of the first part, its successors and/or assigns, covenants and agrees that it will at all times do and perform each and every act necessary and requisite for the purpose of preventing the property where the said slag is now located from reverting to the State of Virginia, or any other purchaser, by reason of the failure to pay taxes on said property, or for any reason whatsoever, and will do and perform each and every act necessary in order to preserve for the use of the party of the second part, for and during the term of this agreement, or any extension thereof, the said slag located on said premises.

(9) The party of the second part shall have the right to place such equipment on the premises adjacent to the said slag piles as it may deem necessary and requisite for the screening of said slag, and the proper removal of the same from said slag piles, and upon the expiration of this agreement, or any extension thereof, the party of the second part shall

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(10) The party of the first part covenants and agrees that it is the fee simple owner of the said slag herein sold to the party of the <sup>second</sup> ~~first~~ part, and has the right to sell the same, and covenants and agrees that it has the right to lease said lands and convey the right of ingress and egress to the said party of the second part, and that the said slag and lands, including the rights of ingress and egress, are free from encumbrances, and that no encumbrances will be created or conveyances made during the term of this agreement, or any extension thereof, that will interfere with the removal of said slag by the party of the second part, or the use of said land where the said slag is located, or rights of ingress and egress to and from said slag piles.

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IN WITNESS WHEREOF the parties hereto have duly caused this contract to be executed, in duplicate, this 2nd day of March, 1939.

WITNESS the following signatures and seals.

(SEAL: of Glen Wilton Corporation)

ATTEST:

Jed Wilson

ITS SECRETARY

GLEN WILTON CORPORATION,

By

W.W. Zimmerman

ITS PRESIDENT

(SEAL: of Standard Lime and Stone Company, A Corporation)

ATTEST:

Jno S. Zaloup, Its Secretary

THE STANDARD LIME AND STONE COMPANY, A CORPORATION

By

J. H. Baker

ITS PRESIDENT

State of Virginia, City of Clifton Forge, To-wit:

I, Alfred L. Robinson, a Notary Public in and for the County and State aforesaid, do hereby certify that W.W. ZIMMERMAN, who signed the writing hereto annexed, bearing date on the 2nd day of March, 1939, for Glen Wilton Corporation, has this day, in my said City, before me, acknowledged the said writing to be the act and deed of said Corporation

Given under my hand and notarial seal this 18th day of March, 1939

(Notary Seal)

Alfred L. Robinson Notary Public

My commission expires July 13, 1940

State of Maryland City of Baltimore, To-wit:

I, E. Elizabeth Lacher, a Notary Public in and for the City and State aforesaid, do hereby certify that J. H. BAKER, who signed the writing annexed hereto, bearing date on the 2nd day of March, 1939, for The Standard Lime and Stone Company, a corporation, has this day in the City of Baltimore, before me, acknowledged the said writing to be the act and deed of said corporation

Given under my hand and notarial seal this 6th day of March, 1939.

(Notary Seal)

E. Elizabeth Lacher Notary Public

My commission expires May 1, 1939

In the office of the Clerk of the Circuit Court of Botetourt County, March, 20th, 1939, This Contract, was this day presented in said office and with certificate thereto annexed admitted to record at 9/30, o'clock, A. M. Tests:--

*Turner M. L. Dorell*

Clerk.

*By R. L. Hausman*

Deputy Clerk.

Whereas, Jacob A. Randolph and Adeline Randolph, his wife, are the owners of two separate pieces or parcels of land lying in the Amsterdam Magisterial District of Botetourt County, Virginia, in Troutville, Virginia; and

Whereas, the said lands are now encumbered by deed of trust dated March 8, 1938, and recorded in the office of the Clerk of the Circuit Court of Botetourt County, Virginia, in Trust Deed Book "O" at page 216, securing the payment of Thirty-Five Hundred (\$3500.00) Dollars; and

Whereas, the grantee herein desires to purchase said property and assume the payment of the amount due upon the said \$3500.00 indebtedness secured by deed of trust above described; now therefore, THIS DEED made this the 15th day of March, 1939, by and between Jacob A. Randolph and Adeline Randolph, his wife, parties of the first part, and Ray E. Firestone, party of the second part;

WITNESSETH, that for and in consideration of Fifty-One Hundred Seventy-Five (\$5175.00) Dollars, to be paid as follows: by the grantee assuming the payment of the said \$3500.00 indebtedness, which has now been reduced to \$3200.00 and all interest upon the same accruing

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ATTACHMENT - V					
Grantor	Grantee	Deed Date	Record Date	Book / Page	Notes
Glen Wilton Corporation, a Virginia corporation	(b) (6)	September 21, 1940	Unknown	90 / 366	Agreement gave Radford a 90-day purchase option of property owned by Glen Wilton. <b>See Attachment V.</b> Radford subsequently assigned the right to Triton Chemical Company, Incorporated (see Attachment I.b).

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unto the said parties of the second part, their heirs and assigns, forever, to

Have and to Hold, subject only to a life estate hereby reserved unto the grantor to this deed, all of that certain tract or parcel of land, together with all the improvements thereon and appurtenances thereunto belonging, situated and being near the Village of Troutville, Botetourt County, Virginia, and being bounded and described as follows, to-wit: One-half (1/2) acre of land, more or less, lying in said county on the north side of the McAdam road, near said Village of Troutville, and

"BEGINNING at a point on J. W. Layman's line at the north side of the road (1), thence along the north side of said road N. 34 1/4 E. 9 poles to a point (2) at north side of same, N 55 1/2 W. 11 poles to a stake at (3), in a field, S. 34 1/2 W. 6 6/10 poles to a stake at (4), on line of J. W. Layman, thence with same S. 41 1/2 E. 11 4/10 poles to the Beginning and being the same land that was conveyed by J. Y. Shay and Willie I. Shay, his wife, to the said J. L. Fisher by deed dated January 6, 1910, and recorded in the Clerk's Office of the Circuit Court of Botetourt County, Virginia, in Deed Book "L" at page 517, to which reference is now and here made for further description of said land.

The aforesaid grantor covenants that he has the right to convey the said land to the aforesaid grantees; that the said grantees shall have quiet possession of the said land, free from all encumbrances; that he has done no act to encumber the said land; and that he will execute such further assurances of said land as may be requisite.

(\$1.10, Revenue stamps attached and cancelled)

WITNESS the following signature and seal.

his

X

J. L. Fisher

(SEAL)

mark

Witness to his mark

B. H. Hammond

State of Virginia, County of Botetourt, to-wit:

I, Homer I. Noffsinger, a commissioner in chancery for the Circuit Court of Botetourt County, in the State of Virginia, do certify that J. L. Fisher whose name is signed to the writing above, bearing date on the 7th day of September, 1940, has this day acknowledged the same before me in my county aforesaid.

Given under my hand this 7th day of September, 1940.

Homer I. Noffsinger, Commissioner in Chancery for  
the Circuit Court of Botetourt County, Virginia.

In the office of the Clerk of the Circuit Court of Botetourt County, September 23, 1940. This deed was this day presented in said office and with certificate thereto annexed, admitted to record at 1/45, o'clock, P. M. Teste :--

THE INSTRUMENT COPIED BELOW WAS MAILED ON THE

2nd DAY OF Nov. 1940 TO

duVal Radford, Radford  
J. A.

R. L. Stoner Clerk.

By R. L. Newman Deputy Clerk.

THIS AGREEMENT made this the 21st day of September, 1940, by and between Glen Wilton Corporation, a Corporation chartered and existing under the laws of the State of Virginia, party of the first part; and duVal Radford, party of the second part.

WHEREAS, at a duly called meeting of the stockholders of the Glen Wilton, Corporation, held on the 21st day of September, 1940, in Clifton Forge, Virginia, the following resolution was adopted by said stockholders: "RESOLVED that in each and every case where this corporation owns or acquires real or personal property, whether by purchase or otherwise, the Board of Directors be, and they are hereby authorized and empowered to resell, option, lease, transfer or assign any such property to such person or persons and on such terms as they may determine.

And be it further RESOLVED that the said Board of Directors be, and they are hereby authorized and empowered to authorize any officer of this corporation to execute and deliver a deed or other instrument conveying, optioning, leasing or transferring such property to such purchaser or purchasers, and to have the corporate seal of this corporation affixed to such deed or other instrument and attested by its Secretary or other officer"; and

WHEREAS, at a duly called meeting of the Board of Directors of the Glen Wilton Corporation, held on the 21st day of September, 1940, at which said meeting a quorum was present and voted, on motion duly made and seconded it was "RESOLVED, that the action of the stockholders

property, whether by purchase or otherwise, that either the President or Vice-President of this corporation be, and they are hereby authorized and empowered to execute and deliver a deed or other instrument conveying, optioning, leasing, transferring or assigning such property to such purchaser or purchasers thereof and that the corporate seal of this corporation be affixed to such deed or other instrument and attested by its Secretary"; and

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WHEREAS, the said Glen Wilton Corporation has agreed to give and grant the party of the second part, his heirs, administrators or assigns, the exclusive right to purchase the hereinafter described property within ninety (90) days from the date of this instrument; and

WHEREAS, at a duly called meeting of the said Board of Directors held in Clifton Forge, Virginia, on the 21st day of September, 1940, at which said meeting a quorum of said Directors was present and voted, a resolution was duly passed and adopted by the said Board of Directors of the said Glen Wilton Corporation, ratifying, approving and confirming the giving and granting the exclusive right to purchase within ninety (90) days from this date, the hereinafter described property to the said party of the second part, his heirs, administrators or assigns, and authorizing and instructing the President of the said Glen Wilton Corporation, to prepare, sign, seal, acknowledge and deliver, in the name of, and on behalf of, said Corporation, an option agreement, giving and granting the exclusive right to purchase within ninety (90) days from date, the hereinafter described property to the said party of the second part, his heirs, administrators or assigns, and further authorizing and instructing the Secretary of said Corporation to affix the corporate seal of said corporation to said option agreement and to attest the same; and

WHEREAS, the said party of the first part now desires to give and grant unto the said party of the second part, his heirs, administrators or assigns the exclusive right to purchase the said hereinafter described property:

NOW, THEREFORE THIS AGREEMENT WITNESSETH:

That for and in consideration of the sum of Five (\$5.00) Dollars <sup>cash</sup> in hand paid by the said party of the second part to the said party of the first part, the receipt of which is hereby acknowledged, the said party of the first part does hereby give and grant to the said party of the second part, his heirs, administrators, or assigns, the exclusive right to purchase the hereinafter described property within ninety (90) days from this date, at a purchase price to be agreed upon by and between the parties hereto by a separate agreement to be made along with this agreement, the said separate agreement to be incorporated in and to be made a part of this agreement, and for that purpose reference is here made to said separate agreement for incorporation herein.

THE PROPERTY hereinabove referred to is described as follows, to-wit:

All those certain tracts or parcels of land lying and being in Botetourt County, Virginia, near Glen Wilton Virginia, with the buildings and improvements thereon and appurtenances thereunto appertaining, containing Twelve Hundred (1200) acres, more or less; it being all of the land owned by the said Glen Wilton Corporation on the west side of the Chesapeake and Ohio Railroad which was sold and conveyed to the said corporation by "H. Drewry, Special Master Commissioner of the District Court of the United States for the Western District of Virginia, by deed bearing date on the 19th day of May, 1928, of record in the Clerk's Office of the Circuit Court of Botetourt County, Virginia, in Deed Book Number "T" at page 15, reference to which said deed and the deeds and plats therein mentioned, is here made for a more full and particular description of the property, the exclusive right of purchase to which is hereby given and granted, including but not a limitation on the above tracts or parcels of land, ten (10) acres of land with the buildings and improvements thereon and appurtenances thereto sold and conveyed by the said Glen Wilton Corporation to one R. G. Frame, by deed bearing date the 1st day of September, 1934 of record in the said Clerk's Office in Deed Book Number "X" at page 135. There is expressly excepted from the above described tracts or parcels of land the following lot or parcel of land, as follows, to-wit:

All those certain lots or parcels of land lying and being south and east, and on which the dwelling house wherein one W. W. Zimmermann now resides is located, of a boundary line Beginning at the point of intersection of the said Glen Wilton Corporation real property with the right of way of the Chesapeake and Ohio Railroad and the State Highway which leads to the Glen Wilton Depot crossing said railroad right of way, thence up said State Highway in a southerly direction to the point of intersection of said State Highway with State Highway Number 622 which leads to the C. M. ...

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thence from said point of intersection in a westerly direction to the corner of an American wire fence with a planked top, thence from said corner up said fence which runs in a southerly direction a distance of fifty (50) feet, thence in a westerly direction and parallel with that part of said fence which runs from the above said corner in a westerly direction and fifty (50) feet therefrom, to a point on that part of said fence which runs in a southerly direction after the said fence again corners and fifty (50) feet from the said last mentioned corner on the said fence which runs in a southerly direction, thence in a southwesterly direction to an oak tree on a line fence, the said oak tree being the fourth (4th) tree in a westerly direction from a large oak tree on which three barbed wire fences corner, thence in a southerly direction to a locust tree which stands on the northern edge of State Highway No. 718, and is just east of the gate which enters the school house lot from said State Highway No. 718.

The hereinabove described tracts or parcels of land, the exclusive right of purchase to which is given and granted to the said party of the second part, his heirs administrators or assigns, is partially bounded as follows, to-wit:

On the south by State Highway No. 718, on the east by the boundary line hereinabove mentioned and described and by the right of way of the Chesapeake and Ohio Railroad, and on the north by the property of C. M. Reynolds and others.

It is further understood and agreed by and between the parties hereto, that this agreement is made subject to a lease entered into by the said party of the first part, bearing date the 2nd day of March, 1939, with The Standard Lime and Stone Company, a corporation duly organized and existing under the laws of the State of Maryland.

It is further understood and agreed by and between the parties hereto that if and when the said party of the second part, his heirs, administrators or assigns exercise his right to purchase the hereinabove described property, the said party of the first part will give and grant to the said party of the second part, his heirs, administrators or assigns an easement for the use of the water, creek bed, and twenty-five (25) feet from the center of said creek bed as it meanders on either side of said creek which runs through his property from the right of way of the Chesapeake and Ohio Railroad to James River for the purpose of carrying away all chemicals, wastes, liquids, solids or other substances which may be placed in the said creek by the said party of the second part, his heirs, administrators or assigns, and that the said party of the second part, his heirs, administrators or assigns shall have the right of ingress and egress to and from said creek over the lands of the said party of the first part. The said party of the first part further agrees with the said party of the second part that it will not place any dams or other obstructions in said creek and will not claim any riparian rights for the use or otherwise of the said water as against the said party of the second part, his heirs, administrators or assigns.

It is further understood by and between the parties hereto that all personal property now located on the above described tracts or parcels of land are embraced in and made a part of this agreement and are included within the purchase price of said real property and that the said party of the first part will not remove any personal property now located on the abovesaid tracts or parcels of land therefrom, with the exception of all livestock, farming tools, farming implements and farming machinery and the right to remove four thousand (4000) bricks therefrom.

It is further understood and agreed by and between the parties hereto that the said party of the first part shall have the right to remove from the hereinabove described tracts or parcels of land on or before March 1, 1941, four houses now placed thereon, and for that purpose the said party of the first part shall have the right of ingress and egress to and from the abovesaid tracts or parcels of land, with the understanding however, that said ingress and egress and the right and removal of said houses shall be at the risk of the said party of the first part, which said houses are more particularly described as follows. to-wit:

Two (2) houses which stand just west of the school house and lot and are now rented to Mrs. Carter and Mrs. Nancy Culbartson, respectively by the said party of the first part.

One (1) house which stands in or near an old tram road and is located west of the said American wire fence with planked top and near the same approximately within 400 feet of the said fence and also near and south of several concrete abutments to an old bridge which crossed a branch near the said house, now occupied by Mr. Lugar.

One (1) house which stands in or near an old tram road and is near and west of the Virginia Public Service transmission line which runs through the hereinabove described tracts or parcels of land.

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It is further understood and agreed by and between the parties hereto that the water system and the water therefrom now located on the above described tracts or parcels of land is included in but is not a limitation on, this agreement, included in said water system are all pipes, tanks, dams, reservoirs, fixtures, appurtenances, and improvements used in and about said water system, with the understanding and agreement however, that if the said party of the second part, his heirs, administrators or assigns shall exercise this option to purchase the above described property, he, the said party of the second part, his heirs, administrators, or assigns shall furnish to the said party of the first part at the point where the pipe line, which now runs from the storage tank on the above described tracts or parcels of land, enters the boundary line hereinabove particularly mentioned and described between the tracts or parcels of land, the exclusive right of purchase to which is hereby given and granted and the lots or parcels of land excepted therefrom, a one (1) inch flow of water, that is to say, the amount of water which would normally flow through an one inch pipe from said present water system. The said party of the second part, his heirs, administrators, or assigns in the event their option to purchase is exercised agrees to maintain and keep up the said pipe line and repair the same from the reservoir or storage tank to the abovesaid point on said boundary line with the understanding and agreement that the said party of the first part will furnish him, his heirs administrators or assigns all necessary pipes and materials for the maintenance, upkeep, and repairs to the said pipe line.

In the event that the said party of the second part, his heirs, administrators or assigns shall exercise his right to purchase under this option or agreement, then the said party of the first part and W. W. Zimmerman, its President, for and on behalf of himself individually in consideration of the premises and the above Five (\$5.00) dollars agrees to save harmless the said party of the second part, his heirs, administrators or assigns from any and all damages which might directly or indirectly flow from or result in the abovesaid agreement concerning the water system on said tracts or parcels of land; and they, the said party of the first part and the said W. W. Zimmerman do further agree that the usage of water from the said water system, that is, the number of gallons taken from the same, shall not exceed the present usage.

It is further understood and agreed by and between the parties hereto that in the event the said party of the second part, his heirs, administrators or assigns shall exercise his right to purchase under this agreement, then the said party of the first part agrees to convey, assign, transfer or set over all of its rights, titles and interest in and to the use of and the right to take water including all pipes, fixtures and appurtenances heretofore used in taking said water from the fish pond on the land formerly owned by C. M. Reynolds, as was granted and conveyed to D. S. Cook by C. M. Reynolds, by deed dated September 17, 1883, and recorded in said Clerk's Office in Deed Book No. 42, at page 398. The said party of the first part also agrees to convey to the said party of the second part his heirs, administrators or assigns an easement over his land for the aforesaid purposes of using and taking said water from said fish pond and the right of ingress and egress over, to, and from said property for said purposes.

In the event the said party of the second part, his heirs, administrators or assigns, shall elect to purchase said property on the terms and conditions herein<sup>above</sup> and hereinafter set forth, then the said party of the second part, his heirs, administrators or assigns shall, within the said period of ninety (90) days notify in writing the said party of the first part of his election to purchase said property.

In the event the said party of the second part, his heirs, administrators or assigns



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shall elect within the time hereinabove specified to purchase the said property, the said party of the second part, his heirs, administrators or assigns, agrees to pay unto the said party of the first part the said sum agreed upon to be paid in the said agreement hereinabove mentioned upon the delivery by the said party of the first part to the said party of the second part, his heirs, administrators or assigns, of a good and sufficient deed, containing a general warranty and the usual covenants of title, conveying the said property to the said party of the second part, his heirs, administrators or assigns.

It is further understood and agreed by and between the parties hereto that the possession of the said property shall be delivered by the said party of the first part to the said party of the second part, his heirs, administrators or assigns, immediately upon the execution and delivery of a deed by the said parties of the first part, conveying unto the said party of the second part, his heirs, administrators or assigns of a good and sufficient title to the said property.

It is further understood and agreed by and between the parties hereto that the said party of the second part, his heirs, administrators or assigns, within the above ninety (90) day limitation shall have the title to said property examined in the event he desires to do so, and in the event it shall appear from such examination of said title that the title thereto shall for any reason be unsatisfactory to the said party of the second part, his heirs, administrators or assigns, then if said party of the first part can make said title satisfactory to the said party of the second part, his heirs, administrators or assigns, it agrees to do so in the event the said party of the second part, his heirs, administrators or assigns exercise this option to purchase the said property.

In the event said title to said property shall not be satisfactory to the said party of the second part, his heirs, administrators, or assigns, or the said party of the second part, his heirs, administrators, or assigns do not desire to exercise this option or agreement then this option or agreement shall become null and void and of no effect.

It is further understood and agreed by and between the parties hereto that if the said party of the second part, his heirs, or administrators, or assigns shall exercise their option to purchase under this agreement then the said party of the first part agrees to convey to the said party of the second part, his heirs, administrators, or assigns a right of way for the construction of a railroad track leading from the said Chesapeake and Ohio Railroad over the hereinafter described lot or parcel of land as follows, to-wit:

All that certain lot or parcel of land lying and being in Botetourt County, Virginia, on the western side of the Chesapeake and Ohio Railroad right of way just south of the depot at Glen Wilton on said Railroad. The said lot or parcel of land lies between the above said right of way, the State Highway leading from the Village of Glen Wilton to the depot at said Glen Wilton and a whistle post, the said whistle post being located on the said right of way of the Chesapeake and Ohio Railroad and on the western side of said tracks and about three hundred (300) feet south of the said Glen Wilton depot.

IN TESTIMONY WHEREOF, the Glen Wilton Corporation has hereunto subscribed its name by W. W. Zimmerman, its President, and has caused its Corporate Seal to be affixed hereto and duly attested by Jed Wilson, its Secretary.

(SEAL) of  
GLEN WILTON CORPORATION  
Attest:

Jed Wilson,  
its, Secretary.

By

GLEN WILTON CORPORATION

W. W. Zimmerman  
its President

WITNESS the following signature and seal

W. W. Zimmerman

State of Virginia City of Clifton Forge, To-wit:

I, R. B. Jarratt, a Notary Public in and for the city aforesaid, in the State of Virginia, do hereby certify that W. W. Zimmerman, whose name is signed as President of the Glen Wilton Corporation, and in his own right, and Jed Wilson, whose name is signed as Secretary of said Corporation, to the foregoing and annexed writing, bearing date on the 21st day of September, 1940, have severally acknowledged the same before me in my city aforesaid.

My commission expires on the 21 day of December 1943.

Given under my hand this the 21st day of September, 1940.

R. B. Jarratt

Notary Public.

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VI

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**ATTACHMENT - VI**

<b>Grantor</b>	<b>Grantee</b>	<b>Deed Date</b>	<b>Record Date</b>	<b>Book / Page</b>	<b>Notes</b>
R. W. Johnson, SMUAP-AM, Industrial Specialist, Ammunition Procurement and Supply Agency, Joliet, Illinois; Charles W. Lay, Safety Officer, Radford Ordnance Plant; Walter T. Fowler, Jr., Safety Inspector, Radford Ordnance Plant	L. E. Nunnally, G.S.A. Representative, Chief, real Property Division, Utilization and Disposal Service, General Services Administration, Region 3, Washington 25, D.C.	March 26, 1963	April 24, 1963	210 / 8	The document certifies that the Radford Ordnance Plant Propellant Bagging Lines 2, 3 and 4, located on the Site, have been decontaminated in accordance with the government requirements, and no significant chemical or explosive hazards remain that will prevent non-military use of buildings or land or endanger people. <b>See Attachment VI.</b>

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FILEORDNANCE CORPS  
RADFORD ORDNANCE PLANT  
RADFORD, VIRGINIA

## C E R T I F I C A T E

26 March 1963

Radford Ordnance Plant, New River Unit, Parcel No. 3, Pulaski County, near Dublin, Virginia, Propellant Bagging Lines 2, 3 and 4, have been decontaminated in accordance with the requirements of AR 405-90 and the procedures approved by the Safety Division, Radford Ordnance Plant and Ammunition Procurement and Supply Agency. In the opinion of the undersigned, no significant chemical or explosive hazards remain which will prevent the use of buildings and land for non-military use or endanger the lives of individuals or the public.

Accepted:

/s/ L. E. NunnallyL. E. Nunnally  
G. S. A. Representative  
Chief, Real Property Division  
Utilization and Disposal Service  
General Services Administration  
Region 3, Washington 25, D. C.Signed: /s/ R. W. JohnsonR. W. Johnson  
SMUAP-AM  
Industrial Specialist  
Ammunition Procurement and Supply Agency  
Joliet, IllinoisSigned: /s/ Charles W. LayCharles W. Lay  
Safety Officer  
Radford Ordnance PlantSigned: /s/ Walter T. Fowler, Jr.Walter T. Fowler, Jr.  
Safety Inspector  
Radford Ordnance Plant

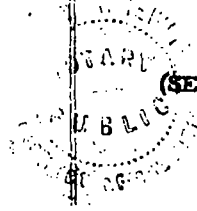
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UNITED STATES OF AMERICA)  
to wit:  
DISTRICT OF COLUMBIA )

I, Harry A. Hewitt, a Notary Public in and for  
the District of Columbia, whose commission as such expires on the 14th  
day of October, 1966, do certify that George W.  
Dodson, Jr., Regional Director, Utilization and Disposal Service, General  
Services Administration, Region 3, whose name is signed to the writing above,  
bearing date on the 22nd day of April, 1963, has  
acknowledged the same before me in the District of Columbia, aforesaid.

Given under my hand and seal this 22nd day of April,  
1963.

Harry A. Hewitt  
Notary Public



(SEAL) VIRGINIA: In the Clerk's Office of the Circuit Court of Pulaski  
County. This instrument, with the certificate of acknowledgment  
thereto annexed, is admitted to record at 4:05 o'clock P.M.

April 24, 1963

TESTE Mervin G. Graham CLERK

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